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Certified that the document is admitted -
 Registration. The signature sheets and the
 endorsement sheets attached with the
 document are the part of this document.

[Signature]
 District Sub-Register-II
 Alipore, South 24-Parganas

17 MAR 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 17th
 day of MARCH, 2022 (Two Thousand Twenty Two) A.D.;

BETWEEN

(1) **BIKASH KANTI DEY** (PAN- ACWPD8635Q) (Aadhaar No.9945 8002 6067) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 43D, Nabalia Para Road, Purba Barisha, P.O. Purba Barisha, P.S.Haridevpur, Kolkata-700008, (2) **SUBHAS KANTI DEY** (PAN- ADTPD4885A) (Aadhaar No.5202 3584 6574) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 6/71A, Bijoygarh, P.O. Jadaupur University, Kolkata-700032, in the state of West Bengal, (3) **BIMAL KANTI DEY** (PAN- CUWPD0825Q) (Aadhaar No.9770 3598 4968) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 109, Kalipada Mukherjee Road, P.O. Purba Barisha, P.S.Haridevpur, Kolkata-700008, (4) **MITA DEY** (PAN- DEXPD7419N) (Aadhaar No. 7977 2515 2506) wife of Late Bipul Kanti Dey, by faith-Hindu, by occupation- House-Hold-Works, by Nationality -Indian, and (5) **KOUSTAV DEY** (PAN-EYLPD1372R) (Aadhaar No .3417 7694 7944), by faith-Hindu, by occupation- Business, by Nationality-Indian, both 4 & 5 residing at 109, Kalipada Mukherjee Road, P.O. Purba Barisha, P.S. Haridevpur, Kolkata-700008, in the State of West Bengal, hereinafter jointly and collectively called and referred to as "**THE FIRST PARTY/LAND OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of "**the ONE PART**" :

A N D

M/S. RR DEVELOPERS (PAN – ABCFR6072L), a Partnership Firm, having its office at 643, Motilal Gupta Road, Post Office & Police Station – Haridevpur, Kolkata 700082, District : South 24-Parganas, in the State of West Bengal, **REPRESENTED** by its partners namely (1) **MR. RAJU SHAW** (PAN DMQPS5756G) (Aadhaar No. 5895 5336 7609) son of Mr. Ashok Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 643, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal and (2) **MR. RAJU SHAW** (PAN AYBPS5973R) (Aadhaar No. 2798 2066 9560) son of Ramtirath Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 249A, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal, hereinafter called and referred to as the **"SECOND PARTY/ DEVELOPER"** (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors-in-office, executors, successors, administrators and assigns) of **"the OTHER PART"**

WHEREAS by way of purchase from the then owner Snehalata De by a Deed of Conveyance dated 7th day of July, 1971, one Roma Das wife of Santosh Kumar Das of 26, Ritchie Road, Ballygunge, Calcutta became the sole and absolute owner, seized and possessed of and otherwise well and sufficiently entitled to landed property lying and situated at Premises No.109, Kalipada Mukherji Road, Calcutta, in Mouza- Sarkelat, Pargana- Magura, J..

No.14, R.S. No. 183, Touzi No.411, comprised in Dag No.388 and 389 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, within the ambit of South Suburban Municipality, within P.S. Behala, in the District of 24-Parganas.

AND WHEREAS by way of said purchase while thus the said Roma Das was absolutely possessing ,occupying and enjoying the aforesaid property, she by way of a Deed of Conveyance dated 22nd November, 1968 sold, transferred and conveyed the Western Half portion of the said property to others and thereby she had retained the remaining Eastern half portion of her purchased property, i.e. **ALL THAT** piece and parcel of Bastu land measuring more or less 2(two) Cottahs 7(seven) Chittaks together with brick built walls R.T. Shed structures standing thereon, lying and situated at Premises No.109, Kalipada Mukherji Road, Calcutta , in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in Dag No.388 and 389 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, within the ambit of South Suburban Municipality, within P.S. Behala, in the District of 24-Parganas.

AND WHEREAS thereafter by virtue of an Deed of Trust dated 20th day of January, 1969 , duly registered in the Office of the Joint Sub-Registrar of Alipore at Behala, and recorded in Book No.1, Volume No.3, Pages 256 to 262, Being No.351 for the year 1969, the said Roma Das , therein mentioned as the Settlor , unto and in favour of (1) Sm. Snehalata De @ Smt. Suchalata Dey widow of Kalidhon De and (2) Benoy Bhusan De son of Late Kalidhon De

, therein mentioned as the Trustees in respect of said Bastu land, measuring more or less 2(two) Cottahs 7(seven) Chittaks together with brick built walls R.T. Shed structures standing thereon, lying and situated at Premises No.109, Kalipada Mukherji Road, Calcutta, in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in Dag No.388 and 389, appertaining to Khatian No. 263 under Khatian No.262, under Khatian No.85, within the ambit of South Suburban Municipality, within P.S. Behala, in the District of 24-Parganas.

AND WHEREAS subsequently the said Roma Das died intestate long before leaving the said Deed of Trust and as per said Deed of Trust it is averred that after demise of the Settlor Roma Das, the said Trust property shall exclusively be devolved upon the said Smt. Snehalata De @ Smt. Suchalata Dey and after her death the said Trust thereby created shall be extinguished and the said entire property shall be devolved upon the sons and daughters of the said Benoy Bhusan De.

AND WHEREAS after the demise of said Roma Das, while thus the said Smt. Snehalata De @ Smt. Suchalata Dey was absolutely possessing, occupying and enjoying the said property, she got the same mutated and/or recorded in the Assessment Register of the Kolkata Municipal Corporation, the same also became known and numbered as K.M.C. Premises No.109, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 and

enjoying the same peacefully by paying rates and taxes to the K.M.C. regularly.

AND WHEREAS subsequently the said Smt. Snehalata De @ Smt. Suchalata Dey died intestate on 23.12.1994 and thereafter the said Benoy Bhusan De died intestate on 03.12.2006 leaving behind surviving his four sons, namely, (1) Bikash Kanti Dey, (2) Subhas Kanti Dey , (3) Bimal Kanti Dey , (4) Bipul Kanti Dey, and one daughter Kabita Rani Dey and after marriage known as Kabita Ray Chaudhuri as his only legal heirs and successors.

AND WHEREAS in the manner aforesaid, the said (1) Bikash Kanti Dey, (2) Subhas Kanti Dey , (3) Bimal Kanti Dey , (4) Bipul Kanti Dey, and (5) Kabita Ray Chaudhuri thus became the joint owners in respect of aforesaid Bastu land, measuring more or less 2(two) Cottahs 7(seven) Chittaks together with brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.L. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, known and numbered as **K.M.C. Premises No.109, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation , Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South) each having undivided 1/5th share thereto , i.e. each of them became the owner of land measuring more or less 7(seven) Chittaks 36 (thirty six) Sq.ft.**

AND WHEREAS thereafter the said Bipul Kanti Dey died intestate on 25.12.2008 , leaving behind surviving his wife Mita Dey and only son Sri Koustav Dey as his only heirs, successors and legal representatives , who by virtue of inheritance have thus become the joint owners of the undivided 1/5th share thereto of the aforesaid joint property , i.e. both have become the joint owners of Bastu land measuring more or less 7(seven) Chittaks 36 (thirty six) Sq.ft. out of the total Bastu land, measuring more or less 2(two) Cottahs 7(seven) Chittaks and they got their names mutated and/or recorded in respect of their 1/5th share in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian Nos. 2180 & 2181 respectively, in L.R. Dag No. 388/684, **AND** similarly Bikash Kanti Dey got his name mutated and/or recorded in respect of his 1/5th in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian Nos. 2178, in L.R. Dag No. 388/684, **AND** similarly Subhas Kanti Dey got his name mutated and/or recorded in respect of his 1/5th share in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian Nos. 2176, in L.R. Dag No. 388/684, **AND** similarly Bimal Kanti Dey got his name mutated and/or recorded in respect of his 1/5th share in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian Nos. 2177, in L.R. Dag No. 388/684, **AND** accordingly the said Kabita Ray Chaudhuri got her name recorded in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian No.2179 , in L.R. Dag No. 388/684 in respect of an area of land, measuring more or less 7 (Seven) Chittaks 36 (thirty six) Sq.ft. in her 1/5th share.

AND WHEREAS thereafter by virtue of a Deed of Gift, duly registered on 10.12.2021 in the office of the D.S.R.-II, South 24-Parganas at Alipore and recorded in Book No.1, Volume No. 1602-2021, Page from 485234 to 485259 , Being No-160211367 for the year 2021, the said Kabita Ray Choudhuri, therein mentioned as the **Donor**, gifted, granted conveyed, transferred, assigned and assured **ALL THAT** piece and parcel of undivided 1/5th share of Bastu land, measuring more or less 7 (Seven) Chittaks 36 (thirty six) Sq.ft. out of total Bastu land measuring more or less 2(two) Cottahs 7(seven) Chittaks, together with 100 Sq.ft. brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.L. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2179, being portion of **K.M.C. Premises No.109, Kalipada Mukherjee Road**,Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South) unto and in favour of her three full blooded brothers namely, (1) Sri Bikash Kanti Dey, (2) Subhas Kanti Dey and (3) Sri Bimal Kanti Dey , therein mentioned as the **Donees**.

AND WHEREAS by virtue of inheritance and by way said gift the aforesaid owners Nos. 1,2,& 3, namely, 1) Sri Bikash Kanti Dey, (2) Subhas Kanti Dey and (3) Sri Bimal Kanti Dey , thus have become the joint owners , seized and possessed of and otherwise well and sufficiently entitled to, in their share, the undivided area of Bastu land measuring more or less 1(one)

cottah 15 (fifteen) Chittaks 9 (Nine) Sqft. Out of total Bastu land measuring more or less 2 Cottahs 7 Chittaks **AND** the Owners No. 4 & 5 , namely, Mita Dey and Koustav Dey, thus have become joint owners of undivided Bastu land measuring more or less 7 (Seven) Chittaks 36 (thirty six) Sq .ft. Out of total Bastu land measuring more or less 2 Cottahs 7 Chittaks, lying and situated at **K.M.C. Premises No.109, Kalipada Mukherjee Road,Kolkata-700008**, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 .

AND WHEREAS in the manner aforesaid, the said (1) Bikash Kanti Dey, (2) Subhas Kanti Dey , (3) Bimal Kanti Dey, (4) Mita Dey and (5) Sri Koustav Dey (the **LAND OWNERS/FIRST PARTY** herein), thus have become the joint owners, seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of total Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being **K.M.C. Premises No.109, Kalipada Mukherjee Road, Kolkata-700008**, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South), together with all user and easement rights on connecting paths and passages and all other rights, benefits, privileges and facilities etc. attached therein and thereto, as

more fully and particularly described in the **Schedule "A"** hereunder written and enjoying the same peacefully and uninterruptedly by paying Govt. Revenues, rent, rates and taxes to the K.M.C. regularly, free from all encumbrances.

AND WHEREAS the said present owners, the party of the First Part in view to develop of the aforesaid landed property has authorized to a Developer namely **M/S. RR DEVELOPERS**, a Partnership Firm, having its office at 643, Motilal Gupta Road, Post Office & Police Station – Haridevpur, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal, REPRESENTED by its partners namely (1) **MR. RAJU SHAW** son of Mr. Ashoke Shaw, residing at 643, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal and (2) **Sri. RAJU SHAW** son of Ramtirath Shaw, residing at 249A, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, the party of the Second Part as their lawful representative to construct the same as per this agreement and the present Land Owners also have declared hereby that the said property is free from all encumbrances, charges, liens, lispendents, claim, demands, trust, acquisition or whatsoever and the present Land Owners have full marketable right, title and interest on the aforesaid Bastu landed property, as described in the First Schedule property and if any false statements given by the aforesaid Land Owners/First Party, the party of the First Part, for which the Developer, the party of the Second Part may suffer in any steps

relating to the construction of aforesaid building etc. on the landed property described in First Schedule will get all damages, compensations or any loss or whatsoever in connection to the development of new building including others from the Owners herein. If it is found that before the execution of this Agreement the above mentioned two Premises are encumbered and or subject to any litigation or found to be effected by any scheme or alignment of Govt. or any statutory authority or any things suppressing regarding this Schedule mentioned property, the Owners will forth while refund the non-refundable advance money involved by the Developer.

AND WHEREAS the Land Owners herein made a proposal to the said Developer for formulating a scheme for development of their said premises described in the First Schedule hereunder written and construct a multi storied residential building thereon consisting of several self-contained ownership flats and after careful consideration the Land Owners and the Developer have become satisfy about the benefits and advantages arising out of the said construction the Developer have agreed to construct the said multi-storied building on the said premises of the Land Owners herein in pursuance of this agreement on certain Terms and Conditions mentioned hereunder.

AND WHEREAS the Developer herein have agreed to develop the said property and agreed with the proposal of the Owners hereof and the Developer have accepted the proposal for construction of building over the said landed property at their (the Developer herein) own costs, risk, liability and responsibility.

AND WHEREAS to avoid future disputes and litigation the parties herein have agreed to enter into this Development Agreement as follows :-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

DEFINITION : Unless there is anything repugnant to subject or context, the terms:

OWNERS :- shall mean (1) **BIMAL KANTI DEY** son of Binoy Bhusan Dey, residing at 109, Kalipada Mukherjee Road, Post Office - Purba Barisha, Police Station - Haridevpur, Kolkata - 700008, District : South 24-Parganas, in the state of West Bengal, (2) **SUBHAS KANTI DEY** son of Binoy Bhusan Dey, residing at 6/71A, Bijoygarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032, District : South 24-Parganas, in the state of West Bengal, (3) **BIKASH KANTI DEY** son of Binoy Bhusan Dey, residing at 43D, Nabalia Para Road, Post Office - Purba Barisha, Police Station - Behala, Kolkata - 700008, District : South 24-Parganas, in the state of West Bengal, (4) **MITA DEY** wife of Late Bipul Kanti Dey, by faith - Hindu, by Nationality - Indian, by occupation - House wife, residing at 109, Kalipada Mukherjee Road, Post Office - Purba Barisha, Police Station - Haridevpur, Kolkata - 700008, District : South 24-Parganas, in the state of West Bengal and (5) **KAUSTAV DEY** son of Late Bipul Kanti Dey, residing at 109, Kalipada Mukherjee Road, Post Office - Purba Barisha, Police Station - Haridevpur, Kolkata - 700008, District : South 24-Parganas, in the state of West Bengal

and/or their legal heirs, successors, executors, administrators, agents and representatives.

DEVELOPER : shall mean **M/S. RR DEVELOPERS**, a Partnership Firm, having its office at 643, Motilal Gupta Road, Post Office & Police Station - Haridevpur, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal, REPRESENTED by its partners namely (1) **MR. RAJU SHAW** son of Mr. Ashok Shaw, residing at 643, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal and (2) **Sri. RAJU SHAW** son of Ramtirath Shaw, residing at 249A, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal and include its successors, successors-in-Office, administrators and legal representatives.

PREMISES :- shall mean **ALL THAT** piece and parcel of total Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being **K.M.C. Premises No.109, Kallpada Mukherjee Road, Kolkata-700008**, Assessee No. 411231101553, within the

limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South), together with all user and easement rights on connecting paths and passages and all other rights, benefits, privileges and facilities etc. attached therein and thereto, as more fully and particularly mentioned and described in the **Schedule "A"** hereunder written.

BUILDING :- Shall mean the proposed multi-storeyed building to be constructed on the said premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation which is also approved by the owners.

COMMON FACILITIES AND AMENITIES :- Shall mean and include corridors, stair-ways, roof of the building, passages, drive-ways, common lavatories, underground water reservoir, or semi-underground water reservoir, overhead water tank, water pump and motor, common electricity and electric room/ meter room and other facilities which may be mutually agreed upon between the parties and required for the establishment location, enjoyment, provisions maintenance and/or management of the building.

OWNERS' ALLOCATION shall mean the Owners shall get from the Developer, free of cost, in lieu of their said land, (i) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the Ground Floor, Back side, (ii) Two self contained residential Flats, each measuring 420 Sq.ft. Built Up area on the Second Floor front side & back side (iii) One self contained residential Flat

measuring 420 Sq.ft. Built Up area on the third Floor, back side, of the proposed multi-storied Building as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation for construction of the said proposed new multi storied building at the aforesaid premises TOGETHER WITH undivided impartible proportionate share of land attributable to the First Schedule property herein below, together with all user and easement rights and all other common rights, benefits, privileges, amenities, facilities etc. on the common parts and service areas.

DEVELOPER'S ALLOCATION :- Shall mean the remaining portion (i.e. except Owner's Allocation mentioned above) the Developer shall own of the proposed building to be constructed as per plan to be sanctioned by the K.M.C. i.e. the remaining flats, units, common spaces, roofs as common etc. in the said new building at the said premises together with undivided, proportionate, impartible share of the land of the premises along with common facilities and amenities attributable thereto, more fully and more particularly described in Schedule - 'C' hereunder written.

SHIFTING CHARGE : The Developer will provide two flats in which one flat consisting of two BHK and another flat consisting of one BHK to the Landowners at the costs and expenses of the Developer herein towards shifting charge.

THE ARCHITECT :- Shall mean a qualified person or persons, firm having experience in civil construction and duly registered with the K.M.C. and all

other statutory authorities required under the prevailing laws and will be appointed by the Developer for designing and planning of the said project and/or building at their own cost and expenses.

BUILDING PLAN :- Shall mean such plan prepared by Architect for construction of the building to be constructed at the said premises and sanctioned by the Kolkata Municipal Corporation and/or any other competent authority as the case may be with or without modification thereto. Building Plan with maximum F.A.R. to be sanction by the K.M.C. and shall include such addition, alteration, modification to the original plan as the developer may be make with consultation with the architect with intimation to the Owners for approval and subsequently upon sanction by the K.M.C.

TRANSFER :- With its grammatical variation shall include possession under the Agreement or part of performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882 by executing proper documents.

TRANSFeree :- Shall mean any person/s, firm, limited Company, Association of persons or Body of individuals to whom any space in the building has been transferred.

TERMINATION :- This agreement shall continue in force until terminated in accordance with the provisions of this Agreement. The termination of this agreement shall not relieve any party of any obligation or liability accrued prior to the date to the date of termination. Nothing in this Agreement shall oblige any party to terminate this Agreement upon the occurrence of any of the events of default and each party shall be at liberty to pursue all other remedies

including claims for damages which it may have arising of any non performance, breach or default by the other in lieu of this agreement.

The termination of this Agreement pursuant to any of the provisions of this Agreement shall not limit or otherwise affect any other remedy (including a claim for damages) which the terminating parts may have arising out of the event which gives rise to the right of termination.

EVENTS OF DEFAULT :- *By giving to the other party 60 days of written notice in writing if any party becomes or is declared bankrupt or goes into voluntary or compulsory liquidation except for the purpose of amalgamation or reconstructions; or by giving to the other party 60 days written notice if any distress or attachment is levied or any receiver is appointed in respect of the business or substantial part of the property or assets of any party, or if it takes any similar actions in consequences of debt: or by giving to the other parties sixty days written notice if there is a government expropriation of all or substantial part of the land; or by notice in writing to the other parties (effective upon dispatch) if any party is in material breach of any provisions of this agreement and such breach has not been remedied and or rectified to (to the reasonable satisfaction of the party issuing the notice) within sixty days of the notice of such breach having been served on that party of the party not in breach.*

AND THAT the DEVELOPER herein agreed to Develop the said land more fully and more particularly described in the SCHEDULE - 'A' hereunder by constructing a building project having self contained units/flats at its own cost and expenses on the said land of the OWNERS on the consideration that the OWNERS is the absolute Owners of the entire land mentioned hereunder and

shall allow the DEVELOPER to construct a building project thereon and both the parties herein agreed to abide the following Terms and Conditions :-

- 1) That the DEVELOPER herein interested to develop the said land as per the sanctioned plan to be sanctioned by the Kolkata Municipal Corporation and shall complete the construction of the proposed building project according to the sanctioned plan/permission to be granted by the Kolkata Municipal Corporation on the land mentioned in the Schedule hereunder at the DEVELOPER'S exclusive costs, expenses and the DEVELOPER'S responsibility till completion of the building project, during the time of construction of the building project the OWNERS shall have no responsibility to bear any cost and expenses including any problem during the time of construction of the building project until completion of the building project in all respects.
- 2) That the DEVELOPER herein shall appoint and engage qualified architect, engineers, L.B.S., technical persons, plumbers, masons, labours, electricians and shall remain liable and responsible to pay all their fees and remuneration.
- 3) That the DEVELOPER herein shall bear all the expenses for obtaining a building plan from the Kolkata Municipal Corporation including K.M.C. fees, L.B.S. fees, Planner's fees and all miscellaneous expenses required for the said purpose including the arrears of taxes and arrears of rent

payable to the authorities in respect of property mentioned in the Schedule hereunder and the OWNERS shall assist to the best of its ability to obtain and maintain all government approval and other approvals, consents, notifications, or registrations as are necessary and or applicable under the present laws in connecting with the implementation of the said development work, consummation of the transactions, contemplated hereby and the performance of its obligations herein.

- 4) *That the OWNERS herein shall only liable and responsible to pay the Kolkata Municipal Corporation's rates and taxes in respect of the property mentioned in the Schedule hereunder till delivery of possession of the Schedule property to the DEVELOPER herein for construction of the building project having self contained units/ flats and the DEVELOPER herein shall remain liable and responsible to bear all the required fees and costs from the date of taking possession by the DEVELOPER for construction of the building project and its initial work. The DEVELOPER shall be entitled to demolish the existing buildings and/or structures and after getting the permission of the OWNERS and on mutual understanding, the OWNERS hereof empower and/or authorise it in that behalf and shall not raise any objection thereto. The OWNERS herein shall thereafter only liable to pay the rates and taxes to the Kolkata Municipal Corporation in respect of their Allocation to the authorities after getting possession i.e. the OWNERS' ALLOCATION after*

completion of the building projects in all respects in respect of their allocation only and the DEVELOPER or its nominee or assignee shall remain liable to pay the rates and taxes for the DEVELOPER'S allocation within the building project.

- 5) That the DEVELOPER shall complete the building project in all respect in accordance with the plan sanctioned by Kolkata Municipal Corporation by obtaining the same within a period of **18 (eighteen) months** from the date of Sanctioned Plan, duly issued by Kolkata Municipal Corporation or from the date of receiving of peaceful and vacant possession of the land, whichever is earlier.
- 6) That the DEVELOPER herein shall construct and complete the building project with the best quality building material as may be available in the market.
- 7) The OWNERS have full power and authority to enter into and implement this Agreement and is absolutely seized and possessed of and has exclusive, clear, unencumbered and subsisting marketing title over and in respect of the said property.
- 8) That after completion and/or registration of this Development Agreement, the Landowners herein will execute and/or registered a Development Power of Attorney unto and in favour of the Developer herein for smoothly construction of the said proposed Multi storied building and according to the said Development Power of Attorney the Developer have full right to sale or transfer its share out of the

Developer's Allocation to any third party subject to prior hand over the peaceful khas possession of the Owners' Allocation.

- 9) *The OWNERS have not entered into any Agreement for Sale, development, mortgage or transfer in respect of the said property and the said property or any part thereof is not subject to any statutory notice and or proceeding of any acquisition or requisition.*
- 10) *The said property is free from all charges, trusts, lien, lispendens, attachments and liabilities and the OWNERS shall not sale, transfer, alienate, or encumber the said land directly during the continuance of this development agreement.*
- 11) *That the DEVELOPER shall install at its own cost the main electricity line from C.E.S.C. to the premises and provide for pump, water storage tanks, overhead reservoir, electric wiring and installation of other facilities as are required to be provided in the new building, as per sanctioned building plan, water, sewerage, drainage & sanitary system will be the prevailing system of the by Kolkata Municipal Corporation.*
- 12) *That the OWNERS undertakes that the OWNERS shall not cause any interference or hindrances whatsoever during the time of construction of the building project by the DEVELOPER in any manner and also the DEVELOPER shall enjoy complete and uninterrupted access and use over the said property for the term of this agreement. Inspection of materials and work is to be allowed by the OWNERS time to time.*
- 13) *After getting possession of the OWNERS' ALLOCTION portion in the new building, the OWNERS shall not do any unlawful act, deed or thing*

whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any of the units and/or flats of the DEVELOPER'S ALLOCATED portion in the said building project.

- 14) That the OWNERS shall positively give/provide vacant peaceful possession of the said land and property to the DEVELOPER for development by constructing a building project thereon as per the plan or the permission to be sanctioned/granted by the Kolkata Municipal Corporation.
- 15) That the DEVELOPER shall construct the proposed Multi-storied building at its own cost and responsibility do all the constructional work and shall remain liable for the constructional work and shall be liable to pay the taxes and other charges to the concerned authorities as may be required from the date of taking possession by the DEVELOPER to the delivery of the flat/flats to the OWNERS and other intending purchasers. If the Developer fails or neglects to handover the said Owners' Allocation to the Landowners, then the Developer herein will pay a sum of Rs.5,000/- (Rupees five thousand) only per month to the Landowner herein till 06 (six) months after expiry of the said stipulated period mentioned above.
- 16) That the DEVELOPER shall borne all the expenses of the said proposed multi-storied building, if any due occurred by the DEVELOPER, the OWNERS shall not be liable or held responsible for said due at any manner whatsoever.

- 17) That the Development rights granted herein includes the exclusive right to the DEVELOPER to occupy, enter upon and use the said property and to make at its cost of expense such development, construction and improvements therein as may be necessary or appropriate to implement and establish the proposed multi-storied building subject to and in accordance with the provisions of this Agreement and sanctioned plan.
- 18) That the DEVELOPER has the exclusive right to enter into suitable agreements with independent contractors, DEVELOPER and or operators for developing and or operating the different components of the project and no immoral/illegal act will be done.
- 19) All the structures constructed by the DEVELOPER on the said property shall belong to and be owned by the DEVELOPER apart from the OWNERS' ALLOCATION. The OWNERS shall not raise any dispute or objections to the acts, deeds and things done by the DEVELOPER in accordance with this Agreement and which is for the benefit and interest of the DEVELOPER with regard thereto and the OWNERS shall have no concern therewith.
- 20) If disputes arise which cannot be resolved within 15 (Fifteen) days from the date of reference by mediation, the same shall be referred to local Court having its territorial jurisdiction i.e. the court will be Alipore Judges Court.
- 21) That the DEVELOPER herein may at its option enter into any agreement or agreements with any intending purchaser or purchasers in respect of the DEVELOPER'S ALLOCATION only.

- 22) That the DEVELOPER is entitled to receive, collect, realize or utilize all booking money, earnest money, consideration money from any intending purchaser or purchasers of the proposed building within the DEVELOPER'S ALLOCATED portion without creating any liability upon the OWNERS towards the refund of such money or against any third party claim. The OWNERS will not be held liable for any act by the DEVELOPER.
- 23) That the OWNERS undertake to sign all letters, papers, affidavits, plans, declarations, documents, as would be required for the construction of the said proposed building project at the request of the DEVELOPER and also shall execute and register this agreement and shall execute the Power of Attorney in favour of the DEVELOPER and authorizing the DEVELOPER to do the development work by constructing a building project and also for development of the land by construction of a building project having self-sufficient units/flats at the entire costs and expenses of the DEVELOPER herein. The OWNERS shall execute and register the power of attorney at the cost of the DEVELOPER for transfer of the DEVELOPER'S ALLOCATION to the respective intending purchaser/s by executing and registering deed/s in respect of proportionate share of land.
- 24) That the OWNERS further agrees to sign and execute any application, plan and or other papers as may be reasonably required from time to time to enable the DEVELOPER to obtains sanctions, approvals and or permissions form any or all the concerned authorities including the local

authorities and also to obtain all other permissions and approvals as the DEVELOPER may deem necessary or be required to obtain from time to time. In any event the DEVELOPER as the constituted attorney of the OWNERS shall be entitled to and is hereby authorized to sign any such document, plans and applications.

- 25) That the DEVELOPER is entitled to place any hoarding or publish any advertisement in any daily newspaper or any other public forum or media to draw the attraction of the prospective purchasers for the DEVELOPER'S allocated portion in the proposed building.
- 26) That upon completion of the proposed building the DEVELOPER shall serve a notice in writing to the OWNERS for possession of her allocated flat/flats and the OWNERS shall be under obligation to take possession of such constructed flat/flats. If the OWNERS fail to take the possession of such OWNER'S ALLOCATED flat/flats, the DEVELOPER shall not be liable for any claim.
- 27) That the OWNERS agrees to execute the necessary authorizations, authority letter and No Objections certificates in favour of the DEVELOPER, simultaneously on the execution of this Agreement to carry out the development of the said land by getting fresh building plans approved by the relevant authority or to obtain necessary permissions from any government body or statutory authority of the same.
- 28) That the OWNERS have agreed to and shall execute the Deeds of Sale in favour of the intending purchaser/purchasers after appearing before the Registering Authorities, having competent authority to accept and

register the Deed/Deeds, in favour of the intending purchaser/purchasers of the flats/units of the DEVELOPER'S allocated portion in respect of the proportionate share of land and in no event shall claim any money or moneys regarding transfer of DEVELOPER'S ALLOCATED portion to any intending purchaser.

- 29) That the two owners together will get monthly shifting allowance of Rs. 10,000/- (ten Thousand) only per month. Said Rs. 10,000/- is to be distributed amongst them as Rs. 5,000/- (Rupees five Thousand) only for each brother. Shifting allowance to be paid from the date of receiving of peaceful and vacant possession of said land till the owners get units/flats as per provisions of this development agreement

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire property)

ALL THAT piece and parcel of total Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with on ground floor 500 sq.ft and first floor 500sq.ft = total 1000 sq.ft two storied old structures cement flooring standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being **K.M.C. Premises No.109, Kalipada Mukherjee Road, Kolkata-700008**, Assessee No. 411231101553, within the limits of the Kolkata

Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South), together with all user and easement rights on connecting paths and passages and all other rights, benefits, privileges and facilities etc. attached therein and thereto, as more fully and particularly mentioned and described in the **Schedule "A"** hereunder written.

ON THE NORTH : 14'ft.wide Road.

ON THE SOUTH : 12'ft. wide Road.

ON THE EAST : Other's Land.

ON THE WEST : Premises No.109A, Kalipada Mukherjee Road.

SECOND SCHEDULE ABOVE REFERRED TO

(OWNERS' ALLOCATION)

OWNERS' ALLOCATION shall mean the Owners shall get from the Developer, free of cost, in lieu of their said land, (i) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the Ground Floor, Back side, (ii) Two self contained residential Flats, each measuring 420 Sq.ft. Built Up area on the Second Floor front side & back side (iii) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the third Floor, back side, of the proposed multi-storied Building as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation for construction of the said proposed new multi storied building at the aforesaid premises **TOGETHER WITH** undivided impartible proportionate share of land attributable to the First Schedule property herein below, together with all user and easement rights and all other

common rights, benefits, privileges , amenities, facilities etc. on the common parts and service areas

THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER' ALLOCATION)

DEVELOPER'S ALLOCATION :- Shall mean the remaining portion (i.e. except Owner's Allocation mentioned above) the Developer shall own of the proposed building to be constructed as per plan to be sanctioned by the K.M.C. i.e. the remaining flats, units, common spaces, roofs as common etc. in the said new building at the said premises together with undivided, proportionate, impartible share of the land of the premises along with common facilities and amenities attributable thereto.

FOURTH SCHEDULE AS REFERRED TO ABOVE

(i.e. Specification or works)

(Said Building)

BRIEF SPECIFICATION OF WORK

1. *Foundation* : As per standard applicable design
2. *Super Structure* : R.C.C. framed structure as per design of the Architect & Structural Engineer.
3. *Roof* : Reinforced concrete slab.
4. *Wall Finish* : (a) All internal walls & ceilings of the main building to be finished with Plaster of Paris.

(b) External walls of the main building to be finished with two coats of exterior paints of standard quality.

(c) Boundary walls to be finished with suitable paints.

(d) All common areas, passages, staircase, walls and ceilings inside the building shall also have two coats of standard quality paints.

5. Flooring : (a) Vitrified flooring shall be used in Living/ Dining Room. Bed Rooms, Balcony .

(b) Marble will be used for flooring of Kitchen and Toilets.

(c) Terrace of the building will be finished with Cement Flooring.

(d) Other common and open area on ground floor shall have cement flooring.

6. Windows : Aluminium window of suitable design..

7. Door : (a) All doors to be 30 mm Commercial Flush doors with good tower bolts of standard make, design, shape and size.

(b) All gates of Staircase, Head rooms and Main Boundary shall be of mild steel.

8. Toilets : (a) All white glazed vitreous sanitary ware shall be provided.

(b) Glazed Tiles shall be provided upto 6 feet height.

- (b) Provision for Exhaust Fan shall be provided.
- (c) All C.P. fittings shall be of standard make.
- (d) All plumbing works inside toilet shall be concealed in walls.

9. Kitchen : (a) Cooking Slab shall be finished with Black stone.

- (b) One Steel Sink and one Bib Cock of standard make shall be provided.
- (c) Separate point for Aqua guard/ water purifier will be provided.
- (d) Glazed Tiles of standard make shall be provided in dado upto 2 feet height above cooking slab.
- (e) Provision for Exhaust Fan shall be provided.
- (f) All plumbing works inside kitchen will be concealed in walls.

10. Electricals : All electrical wiring of approved quality to be concealed in walls and ceiling. Provision for sufficient number of light, fan and plug points in rooms, toilet, kitchen, verandah etc.

11. Water Supply System : Provision for 24 hour uninterrupted water supply to toilet and kitchen from overhead PVC tank.

12. Sanitary & Plumbing : P.V.C. soil line and waste line of approved quality to be provided, P.V.C. water distribution line of approved quality from overhead Pvc. water

reservoir for internal distribution of water to toilet and kitchen.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year, first above written.

SIGNED, SEALED & DELIVERED

IN PRESENCE OF :

WITNESSES :

1. *Special Member
Aizawl Police Court
KAI-27*

*Binash Kanti Dey
Subho Kanti Dey
Bimal Kanti Dey*

*Nita Dey
Koushik Dey*

SIGNATURE OF OWNERS

*2. Parash Das
Aizawl Police Court
KAI-27*

RR DEVELOPERS
[Signature]
PARTNERSHIP

RR DEVELOPERS
[Signature]
PARTNERSHIP

SIGNATURE OF DEVELOPERS

Drafted by,

*Amitabh Roy
Advocate
Aizawl Police Court
KAI-27*
WS-236/1984



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature

Binash Kanti Dey



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature

SUBHAS KANTI DEY
Subhas Kanti Dey



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left hand					
right hand					

Name

Signature

Binmal Kanti Dey



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right hand					

Name

Signature

Rita Dey

PHOTO	left hand					
	right hand					

Name

Signature



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left hand					
right hand					

Name Koustav Dey

Signature *Koustav Dey*



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left hand					
right hand					

Name Ravi Kumar

Signature *Ravi Kumar*



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left hand					
right hand					

Name RAVI SHAW

Signature *Ravi Shaw*



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192021220207252851 Payment Mode: Online Payment
GRN Date: 17/03/2022 11:26:56 Bank/Gateway: State Bank of India
BRN : IK0BOXSSH6 BRN Date: 17/03/2022 11:03:53
Payment Status: Successful Payment Ref. No: 2000865102/1/2022
[Query No/**/Query Year]

Depositor Details

Depositor's Name: R shaw
Address: Alipore
Mobile: 7003561247
Depositor Status: Buyer/Claimants
Query No: 2000865102
Applicant's Name: Mr Ujjwal Mondal
Identification No: 2000865102/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000865102/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2000865102/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	41

IN WORDS: FORTY ONE ONLY.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 160203600 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.04.08 12:21:53 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2022/04/08 12:21:53 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)