

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL $\chi - 2 - 2620471/2$

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Additional District Sub-Rogistra

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 15th day of Develop 2021;

BETWEEN

(1) **SRI ABHIJIT BHADRA** (PAN: ADWPB8763C, Aadhaar No. 9430 1198 1421), son of Late Bimal Chandra Bhadra and (2) **SRI AVISHEK BHADRA** (PAN: BZEPB5446F and Aadhaar No. 9381 8897 9540), son Sri Abhijit Bhadra, both by occupation- Business, by Nationality-Indian, both residing at 8, East Belgharia 1st Lane, P.O. – Nandannagar, P.S. – Nimta, Kolkata - 700083, hereinafter jointly referred to and as the "**OWNERS**" (Which terms or expressions 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 **ONE PART**.

AND

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M/S. CHOUDHURY CONSTRUCTION, a Proprietorship Firm having its Principals Place of Business at 126, K.S. Dutta Road, Nimta, P.O. & P.S. – Nimta, Kolkata – 700049, District- North 24 Parganas, represented by its proprietor named SRI SUMON CHOWDHURY (PAN – AIWPC7523Q, Aadhaar No. 270799318550), son of Sri Bhaskarananda Chowdhury, by faith - Hindu, by Nationality - Indian, by occupation- Business, by Nationality – Indian, residing at 126, K.S. Dutta Road, Nimta, P.O. & P.S. – Nimta, Kolkata -

700049, District - North 24 Parganas, hereinafter referred to and called as the "DEVELOPER" "(Which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heir/heirs, executors/executors, administer /administrators, legal representative/representatives and assigns) of the OTHER PART.

WHEREAS:-

1. The owners herein are the joint owners of ALL THAT piece or parcel of a plot of Bastu land, measuring about 3 cottahs 2 chittaks more or less along with 200 sq. ft. Tali Shed structure standing thereon at present 2 Cottahs 10 Chittacks more or less along with 100 sq. ft. Tali Shed structure standing thereon lying and situated at Mouza- Dakshin Nimta, J.L. No.8, R.S. No.102, Touzi No. 172, Comprised in C.S. Dag No. 5365, R.S. & L.R. Dag No. 5365/8058 under R.S. Khatian No. 428, L.R. Khatian No. 3094, having Municipal Holding No. 8(9), East Belgharia 1st Lane, Kolkata-700083, under Ward No. 08, within the local limits of North Dum Dum Municipality within the limit of A.D.S.R.O. Belgharia (formerly A.D.S.R.O. Cossipore Dum Dum) under

P.S. Nimta and 8, East Belgharia 1st Lane, P.O. Nandannagar, P.S. Nimta, Kolkata-700083 in the District of North 24 Parganas, morefully and particularly mentioned in the Schedule hereunder written, by way of gift from their predecessor this Bimal Chandra Bhadra, by virtue of one Bengali Gift Deed which was registered on 01.08.2013 before the A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, CD Volume No. 23, Pages from 7281 to 7294 being Deed No. 09173 for the year 2013, against the natural local and affection mentioned thereon.

Since the owners herein is/are seized and possessed of and/or otherwise well and sufficiently entitle to the said landed property by way of inheritance and enjoyed the same peacefully, freely, absolutely and without an interruption from any corners together with rights to sale, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the owners shall think fit and proper.

- The owners mutated his/her/their names in the records of the B.L. & L.R.O. and Local Municipality in respect of the aforesaid property and is paying municipal taxes and Govt. rents upto date against his/her/their names as absolute owners and occupiers thereof.
- 3. The **DEVELOPER** have requested the owners to allow him to develop the said Land/properties and premises described in the schedule hereunder written.
- develop the said land/properties and premises in the schedule hereunder written by demolishing the existing buildings/ houses/ structures thereon, if any, and constructing new multi-storied building thereon comprising flats/ Shops/ Garages on ownership basis and the owners is/are agreeable to directly convey the said land with the new building thereon and other structures to any purchaser/ other Body that will be formed by the purchasers of flats and other premises in such building, on the following terms and conditions agreed to and between the parties hereto.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. THE DEVELOPER shall Develop the said land described in schedule hereunder written (hereinafter referred to as THE SAID PROPERTY) as may be permitted by all concerned authorities and the OWNERS hereby agrees to entrust and hand over the vacant possession to the DEVELOPER, the work and right of development of the said property described in the schedule hereunder written on the terms hereinafter contained.

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2.

The **DEVELOPER** hereby to develop and/or cause to be developed the said property on the terms mentioned herein and as permitted by the concerned authorities by constructing one multi-storied building thereon comprising flats/ Shops/Garages on the said plot and other premises on ownership basis. The **DEVELOPER** agrees that he/ they will obtain whatever permissions are required to develop the said

property at his/their own costs and on his/their own responsibility in the name of the OWNERS/ DEVELOPER.

- 3. The OWNERS shall hand-over the Original or Xerox copy of title Deeds and other Original necessary papers and documents of the said property to the Developer after execution of this Agreement.
- 4. It is agreed that one General/Development Power of Attorney in connection with all related matters of the said property for the purpose of its development will be executed by the owners in favour of Developer.
- 5. It is also agreed that the Developer after obtaining original sanctioned plan in the name of the Owners/Developer at his/their own costs, shall hand-over one copy of it to the owners.
- 6. In consideration of the **OWNERS** having agreed to entrust to the **DEVELOPER**, development of the said property described in the schedule hereunder written and to confer upon the **DEVELOPER** the rights, powers, privileges and benefits as

mentioned herein, the DEVELOPER agrees, privileges and benefits as mentioned herein, the DEVELOPER agrees to pay to use OWNERS consideration money a sum of Rs.4,00,000/- (Rupees Four Lakhs) only forfeited money at a time before the handing over the possession of the owner's allocation, and except this the Owners will also get 2 flats measuring about 1000 sq.ft. more or less super built up area each on the 1st floor of the proposed multi-storied building as owner's allocation morefully and particularly described below and after this the OWNERS will never claim anything. And rest of the proposed undivided together with building multi-storied proportionate share, interest, facilities in the land will be the Developer's allocation. DEL TIME

AND shifting charges will be given to the land owners upto to rent of Rs.5,000/- (Rupees Five Thousand) only per month.

AND one thing is also noted that if the flat area exceeds or less 1000 sq.ft. super built up area more or less of the owners'

allocation then the land owners who will get flats they will pay @Rs.3000/- per sq.ft. only.

AND the owners will also get one 140 (One Hundred & Forty) Sq.ft. Garage on the Ground Floor and for that the owners will pay Rs. 3,00,000/- (Rupees Three Lakhs) only to the Developer.

AND the land owners will handover the possession of the said land within 1 (one) months of this agreement to the Developer.

AND the owners will pay individual electric meter charges.

AND Developer will made Agreement for sale with any party/
parties and that will also register if needed and after execution and
registration of Agreement for Sale the Developer will register Deed of
Conveyance after keeping the owners' allocation.

7. This agreement will not be treated as partnership between the **OWNERS** and the **DEVELOPER** but it will be treated as a development agreement of the said plot between the

OWNERS and **DEVELOPER**. The **DEVELOPER** is given a right to develop the said plot as aforesaid.

- 8. The **DEVELOPER** is satisfied that the **OWNERS** is/are the full and absolute owners of the said property and that the property is not subject to any mortgage, charge or any other encumbrances.
- 9. The **DEVELOPER** shall not start any work of development on the said property unless the building plan are sanctioned by the Municipality in favour of the **OWNERS/ DEVELOPER**.
- 10. The development of the said property by construction of building/ buildings thereon shall be done at the entire costs, expenses and risk and on the entire account of the **DEVELOPER**. The proposed building to be constructed on the said property and all dwelling units thereon will be in accordance with the scheme of the State Government under the Urban Land and Other relevant Acts and also in accordance with the Development Rules and Regulations for the time being in force. The Developer shall be at liberty to

make necessary application of the purpose to the authorities concerned at his/their own costs and expenses in the name of the **OWNERS/ DEVELOPER** and the **OWNERS** together with shall joint in such application but the responsibility of obtaining such permissions will be on the **DEVELOPER** and at his/their own cost.

- 11. The **OWNERS** shall at the request and costs of the **DEVELOPER** sign and execute from time to time the plans and other applications for layouts, scheme, construction of the building and approval by North Dum Dum Municipality or other authorities provided that all costs, charges and expenses including Architects Fees in this connection shall indemnify and keep indemnified the **OWNERS** from the and against all actions, suits, proceedings, fines, penalties, architect's fees and all cost, charges, expenses, and damages incurred or suffered by the **OWNERS**.
- 12. The **DEVELOPER** shall be entitled to carry out at his/their own costs, charges and expenses in all respects all or any item of work for development of the said property including

laying of drainage, cables, water pipes, and other connections and lighting of roads, and other items as per the terms and conditions imposed by the North Dum Dum Municipality while sanctioning the lay-out scheme and the said plans and also other items of works as may be required to carry out for the purpose of making the said property fit for construction of building and structures thereon. All finances for completion of the said items of work shall be provided, born and paid by the **DEVELOPER** alone.

The **OWNERS** hereby agrees to render all assistance and Cooperation that may be required by the **DEVELOPER** from time to time to carry the development work in respect of the said property and construction and completion of building and structures thereon in accordance with terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or rising there from provided that the **OWNERS** shall not be liable to incur any financial obligation in that behalf.

3. The **DEVELOPER** shall be at liberty to sell and/or allot the dwelling units of flats and/or any other treatments and/or rights in the buildings and structures to be constructed on the said property and/or to enter into any package deal arrangement for allotment of buildings and structures to be constructed on the said property at such price and on such terms and conditions and provisions as the DEVELOPER may think fit and any time term which may be imposed by any authority or authorities, provided always that the DEVELOPER shall not be released or discharged from his/their liabilities and obligations hereunder to the OWNERS. All such allotments shall, however, be made by the DEVELOPER at his/their own costs and account and at his/their risk, the intention being that the DEVELOPER shall alone be liable and responsible to such party or parties. The **DEVELOPER** will be entitled to permit any of the premises to be occupied by any of the allotees of dwelling units of flats or building/house erected on the said property by the **DEVELOPER**.

- 14. The **DEVELOPER** shall deliver undisputed possession of the flat to the flat purchasers and also land owners of the proposed multi-storied building and the land owners not to prevent any way the flat purchasers to enjoy /sale/assign or dispose of his/her/their flat in accordance with the building (Regulation of Provision of Construction & Transferred by Promoters/Developers) Act.
- 15. The **DEVELOPER** shall entitled to put up and permit to be put up advertisement boards upon said property, for his/their building, but without involving the name of the **OWNERS** in any manner, and which the **OWNERS** will not be entitled to remove forthwith if any the **DEVELOPER** have committed any breach of this agreement, but it will settle by both the parties mutually.
- 16. The **DEVELOPER** shall directly execute and register any Deed of Conveyance in favour of the purchaser or Group of Purchasers as the Constituted Attorney of the **OWNERS**, for his allocation, in that case such Deed or Deed of Conveyance shall be prepared by the Advocates for the **DEVELOPER**.

The OWNERS shall sign all application or papers for the 17. necessary permission and sanction of the competent Authority of the State Government under the Provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the transfer of the said property described in the schedule hereunder written either by on one deed or as many deeds as required in favour of the body as aforesaid. However, it shall be the responsibility of **DEVELOPER** to file application with the concerned authorities and pursue the said application permission the State the said of obtain and Government/Competent Authority at his/their own costs and expenses. (1) 115-15 1000 1000

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18. It is agreed that after the date of this agreement the **DEVELOPER** shall pay and discharge all taxes and outgoings including Municipal Taxes, and all other Charges, Rates, Cess, Taxes that may be levied by a public body or authorities in respect of the said property and which would be payable by the **OWNERS** as **OWNERS**. The **DEVELOPER** shall indemnify and keep indemnified the **OWNERS** from and

against non-payment thereof. In the event of the DEVELOPER pay in any refundable deposit to the Municipality and other concerned authorities in the course of the development of the said property in the name of the OWNERS/ DEVELOPER. The Developer shall be entitled to refund of such deposit in his/their own name. To enable the DEVELOPER to obtain the refund, the OWNERS shall sign or execute all such documents, writings as may be require in that behalf.

19. It is further agreed that the **DEVELOPER** shall complete the construction of the proposed multi-storied building/house within a period of 24 months from the date of sanctioned Building Plan.

The **DEVELOPER** shall be entitled to have an extension period of 6 (Six) months over the stipulated time of 24 months for completion of the proposed multi-storied building for any urgent reasons which is beyond the control of the **DEVELOPER** for the construction of the building is held up or remains incomplete.

20. It is agreed that in the event of any damage or injury arising out from accidents of carelessness of the workmen or others, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction the **DEVELOPER** shall bear the responsibility and liability thereof and shall keep the land **OWNERS** safe and harmless and indemnify and against all suits, cases, claims, demands, right and actions in respect of such eventualities. Any financial loss arising out of such event the **DEVELOPER** shall borne all such expenses.

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21. It is agreed upon the completion of the proposed multistoried building and handing over the possession of the
Flat/Dwelling Units Purchaser/s in the proposed building,
the taxes of the said Flat/Dwelling Units shall be borne by
the Flat /Dwelling Units Purchaser/s separately as per
his/her/their proportionate share from the date of taking
over the possession of the said flat/Dwelling Units.

- 22. After expiry of 30 (Thirty) days subsequent to the receipt of possession letter the Flat/Dwelling Units Purchaser/s shall pay to the flat Owners Association Proportionate Service Charges, maintenance expenses or any other proportionate shares towards the repairs, maintenance of common spaces, fixtures, electricity consumption, sewerage plumbing etc.
- development or construction work at any stage of development program or in the matter of allotment of flats and shall make available the entire premises of the property with all appurtenant land to the Developer simultaneously and execution of this agreement and give access to the developer to the entirety of the said property. And all payable money by the owners as well as Developer will be adjusted before the handing over of the possession of the owner's allocation.
- 24. The **OWNERS** declares that no notice from the government or any local body or authority including North Dum Dum

Municipality have been received by or served upon by the **OWNERS** or any person's interests in the said property.

- 25. The **OWNERS DECLARES:**-
- a) That the **OWNERS** is/are entitled to enter into this agreement with the **DEVELOPER** and he/they has/have full right and absolute authority to sign and execute the same.
- b) That the **OWNERS** have not agreed, committed or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person or persons other than the **DEVELOPER** and that he has not created any mortgage, charge or any other encumbrances on the said property as mentioned herein.
- That the **OWNERS** have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever.

- 26. The **DEVELOPER** declares that he has entered into this agreement after fully satisfying about the title of the **OWNERS**.
 - 27. The **DEVELOPER** shall be entitled to enter into separate contracts in his/their own name with building contractor, architect, surveyors and others for carrying out the said development at his/ their own risk and cost.
 - 28. This agreement and the clauses herein are subject to "force majeure", which mean and include earthquake, flood, riot, water, storm, tempest, Civil Commotion, war, strike, lockout/or any other act beyond the control of the parties hereto, at the duration whereof the obligations of the parties hereto shall remain suspended.
 - 29. Both the parties hereto agrees that the terms and conditions contained in this Agreement shall be adhered to the most cordial and friendly manner. If any complications beyond the agreed terms and conditions incorporated in this Agreement both parties shall endeavour to settle the said dispute by mutually.

However, if any dispute or differences arises between the parties in this agreement for effective inter protection of the terms and conditions herein, the same shall be referred to either an Advocate or Arbitrator chosen jointly by the parties hereto or two such separate Advocate or Arbitrator one of each party with a third natural umpire whose decision and as word as envisaged or the Indian Arbitration Act, 1996, as amended shall be final and binding on both the parties.

OWNER'S ALLOCATION:-

The Land owners' will get a sum of Rs.4,00,000/- (Rupees Four Lakhs) only forfeited money at a time before the handing over the possession of the owner's allocation, and except this the Owners will also get 2 flats measuring about 1000 sq.ft. more or less super built up area each on the 1st floor of the proposed multi-storied building as owner's allocation.

DEVELOPER'S ALLOCATION:

And rest of the proposed multi-storied building together with undivided proportionate share, interest, facilities in the land will be the Developer's allocation.

SPECIFICATION OF CONSTRUCTION

1. STRUCTURE : R.C.C. Fran

: R.C.C. Frame by structural works by the R.C.C. Columns, beams, lintels, roof etc. with Durgapur Steel Rod.

2. OUTSIDE WALL : 8" thick bric

: 8" thick brick walls with bricks and sand cement mortar

3. INSIDE WALLS : 5" thick partition wall of rooms and 3"

works and cement mortar.

WOLKS and cement morear

4. PLASTERING : Plastering with sand and cement and

A.C.C. /Ultratake etc. cement in

proper proportion for outside and

inside walls, ceiling etc

5. DOORS : All doors frames will be made of Flush door or commercial ply wood and the

shutters will be made of flush or commercial-board including the hinges and aluminum door bolt, handle and necessary fittings.

Excepting entry door, which will be of good quality & longevity.

6. LOCK

One haz bolt and one eye hole will be provided in main door.

7. WINDOWS

All windows will be made of steel with glass fittings in aluminum channel.

8. FLOORING
WALLS

& : All bed rooms, dining / drawing room, kitchen and balcony will be floored with tiles and 6" skirting tiles.

Toilet floor will be finished with tiles and walls shall be fitted with glazed tiles upto 6'.

All the walls be made smooth with plaster of paris or putty finish.

SANITARYPLAMBING

& : The toilet will be provided with western pan i.e. commode and

another toilet will provide if place is available for that purpose.

Two taps, one shower for attached one bathroom and another bathroom will be made with geyser line.

Kitchen shall be provided with one stainless steel sink and one tap.

Dining/Drawing room shall be provided with one wash basin with one tap with control valve.

All sanitary items shall be of reputed make.

10. KITCHEN

a) kitchen will be provided place for keeping the gas cylinder, shelve for keeping the oven.

b) kitchen slab shall be of Black stone. The wall perpendicular to the top kitchen slab shall be fitted with glazed tiles upto 6' from the door.

11. ELECTRICAL WIRING

Concealed wiring in the entire apartment and total 28 points will be given for each flat.

All materials to be used for construction and completion of work should be made by superior quality of reputed manufacturers.

12. Bunk

One Bunk will be given on the top of the Bathroom.

-: THE SCHEDULE REFERRED TO ABOVE :-

about 2 cottahs 10 chittacks more or less along with 100 sq. ft. Tali Shed structure standing thereon lying and situated at Mouza – Dakshin Nimta, J.L. No.8, R.S. No.102, Touzi No. 172, Comprised in C.S. Dag No. 5365, R.S. & L.R. Dag No. 5365/8058 under R.S. Khatian No. 428, L.R. Khatian No. 3094, having Municipal Holding No. 8(9), East Belgharia 1st Lane, Kolkata-700083, under Ward No. 08, within the local limits of North Dum Dum Municipality within the limit of A.D.S.R.O. Belgharia (formerly A.D.S.R.O. Cossipore Dum Dum) under P.S. Nimta and 8, East Belgharia 1st Lane, P.O. Nandannagar, P.S.

Nimta, Kolkata-700083 in the District of North 24 Parganas, which is butted and bounded by:-

ON THE NORTH By Land of Smt. Suparna Bhadra;

ON THE SOUTH By house of Late Prafulla Bhowmick;

ON THE EAST By house of Late Nripen Bhattacharya;

ON THE WEST : By 12' ft. wide municipal road.

IN WITNESS WHEREOF We have here unto set and affixed our respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

at Kolkata in presence of :-

SIGNATURE OF THE OWNERS

CHOUDHURY CONSTRUCTION

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted and Explained by me:-

(Tapan Kumar Mandal)

High Court, Calcutta. Advocate

R. No.- WB/ 600/2001 High Court, Calcutta

Bar Association, Room No.16

| | SPECIMI | EN FORM | FOR TEN | FINGERPI | RINTS | |
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| ny Date | 14/12/2021 4:33:52 015 | Office where dood |
| plicant Name, Address Other Details | 14 Not Narmakar | 1526-2002620471/2024 |
| Transaction . | 7003861615, Status :Solicitor fire | Dara, Tindokan, Near Rajesh Dar Dokan, Thana: Dum as, WEST BENGAL, PIN - 700077, Mobile No.: |
| agreement | Agreement or Construction | Additional Transaction |
| Set Forth value | - Shouldellon | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : |
| | THE PROPERTY OF THE PARTY OF TH | Market Value |
| Stampduty Paid(SD) | ACCURATION OF THE PARTY OF THE | Rs. 21,53,252/- |
| Rs. 5,021/- (Article:48(g)) | | Registration Fee Paid |
| Remarks | | Rs. 4,021/- (Article:E, E, B) y) from the applicant for issuing the assement slip.(Urban |

Land Details:

District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: East Belghoria Lane, Mouza: Dakshin Nimta, JI No: 8, Pin Code: 700083

| Plot Number RS- | Khatian Number | Proposed | lisa | Area of Land | SetForth | Market Value (In Rs.) | fation of the second |
|-----------------------|-------------------|----------|-------|----------------------|----------|-----------------------|--|
| 5365/8058 | RS-428 | Bastu | Bastu | 2 Katha 10 Chatak | Manga | 21,26,252/- | Width of Approach Road: 12 Ft., Adjacent to Metal Road, |
| Grand | Total: | * | | 4.3313Dec | 01 | 21,26,252 | |

Structure Details:

| | ture Details. | | | | |
|-----------|-------------------|-------------------|----------------------------|-----------------------|---------------------------|
| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
| S1 | On Land L1 | 100 Sq Ft. | 0/- | 27,000/- | Structure Type: Structure |
| | | | | | |

Gr. Floor, Area of floor: 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

| | | l = . | 10-0001 | |
|--------|-----------|-------|-----------|--|
| Total: | 100 sq ft | 0 /- | 27,000 /- | |

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1526-2021, Page from 241969 to 242011
being No 152606434 for the year 2021.



Digitally signed by SAIKAT PATRA Date: 2021.12.21 11:41:17 +05:30 Reason: Digital Signing of Deed.

Latra

(Saikat Patra) 2021/12/21 11:41:17 AM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Belghoria West Bengal.

(This document is digitally signed.)