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 ১৪ JAN 2022

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this
 14th day of January, 2022 (Two Thousand Twenty Two) of the Christian
 Era,

1305 5000/- 13/1/2022

Prakash K
Advocate BK

Ghosh
com

সদর সোনা কোমিটি
সি ডি এম. জারি বাতালকপত্র

১৫/১/২০২২
১, ৫০, ০০০/-



Additional District Sub-Registrar
Sodepur, North 24-Parganas

14 JAN 2022

Tanmoy Roy
S/O Late Parimal Roy
Bansdipur Sree Vally
P.O. - Bahara, P.S. - Khurdaha
Kal - 700118

MR. DUNICHAND AHUJA (PAN - AFKPA0987P), son of Late Sanmukhdas Ahuja, by caste - Hindu, by profession - Business, by nationality - Indian, residing at 20 Adarsapally, Post Office - B.D. Sopan, Police Station - Khardah, District - North 24 Parganas, Kolkata - 700116, hereinafter called and referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors or legal representatives and assigns) of the **FIRST PART.**

A N D

DIPANKAR SEN & PRATIMA BISWAS (PAN - AAKFD0228K), a partnership firm, having its office at 22, B.T. Road, P.O. & P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700117, represented by its partners 1. **MR. DIPANKAR SEN** (PAN- AMAPS3873P), Son of Hrishikesh Sen, residing at 11, Co-operative Colony, P.O. Rahara, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700118, 2. **MRS. PRATIMA BISWAS** (PAN- ALYPB0321L), wife of Jyotirmoy Biswas, residing at 22, B.T. Road, P.O. & P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700117, both are by faith - Hindu, by Nationality - Indian, by occupation - Business, hereinafter called and referred to as the **DEVELOPER / CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representatives and / or assign) of the **SECOND PART.**

WHEREAS all that piece and parcel of "Bastu" land measuring about 11 Cottahs 10 Chittaks 10 Square feet be the same a little

more or less, lying and situated at Mouza - Khardah, J.L. No. 2, Re.Su. No. 18, Touzi No. 145, comprised and contained in C.S. Khatian No. 31, corresponding to R.S. Khatian No. 4457, R.S. Dag No. 1212, within the jurisdiction of A.D.S.R. Office Barrackpore now Sodepur, under Police Station - Khardah, within the local limits of Titagarh Municipality, District - North 24 Parganas, originally belonged to Lakshmi Narayan Koley and his brother Nilmoni Koley, both since deceased.

AND WHEREAS the said "Nilmoni Koley" died as bachelor and after demised both Lakshmi Narayan Koley and Nilmoni Koley, three sons namely Panchanan Koley, Ganesh Chandra Koley, Santosh Koley and two daughters namely Santi Rani Dhara and Renuka Koley inherited the aforesaid land according to Hindu Succession Act having their respective shares and after acquiring the said right title and interest of the aforesaid property, the said two daughters sold out their share in favour of their brothers i.e. Panchanan Koley, Ganesh Chandra Koley and Santosh Koley, through a registered Deed of Sale, being No, 815, dated 16/02/1965 and the said Panchanan Koley, Ganesh Chandra Koley and Santosh Koley became the absolute owners in respect of land measuring about 11 Cottahs 10 Chittaks 10 Square feet be the same a little more or less, lying and situated at Mouza - Khardah, J.L. No. 2, Re.Su. No. 18, Touzi No. 145, comprised and contained in C.S. Khatian No. 31, corresponding to R.S. Khatian No. 4457, R.S. Dag No. 1212, within the jurisdiction of A.D.S.R. Office Barrackpore now Sodepur, under Police Station - Khardah, within the local

limits of Titagarh Municipality, District - North 24 Parganas, and peacefully enjoyed and possessed over the same without any interruption from any corners and the said lands is free from all encumbrances.

AND WHEREAS the above named Panchanan Koley, Ganesh Chandan Koley and Santosh Koley sold out in respect of land measuring about 8 Cottahs 10 Chittaks 10 Square feet be the same a little more or less out of 11 Cottahs 10 Chittaks 10 Square feet be the same a little more or less, lying and situated at Mouza - Khardah, J.L. No. 2, Re.Su. No. 18, Touzi No. 145, comprised and contained in C.S. Khatian No. 31, corresponding to R.S. Khatian No. 4457, R.S. Dag No. 1212, within the jurisdiction of A.D.S.R. Office Barrackpore now Sodepur, under Police Station - Khardah, within the local limits of Titagarh Municipality, District - North 24 Parganas, unto Budul Bai, Dayaram, Dunichand & Satramdas, by virtue of one registered Deed of Sale, which was registered at Sub-Registry Office Barrackpore, recorded in Book No. 1, being No. 1789, dated 28.04.1970.

AND WHEREAS said Budul Bai Dayaram, Dunichand & Satramdas, jointly purchased the rest land measuring about 3 Cottahs be the same little more or less out of 11 Cottahs 10 Chittaks 10 Square feet be the same a little more or less, lying and situated at Mouza - Khardah, J.L. No. 2, Re.Su. No. 18, Touzi No. 145, comprised and contained in C.S. Khatian No. 31, corresponding to R.S. Khatian No. 4457, R.S. Dag No. 1212, within

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the jurisdiction of A.D.S.R. Office Barrackpore now Sodepur, under Police Station - Khardah, within the local limits of Titagarh Municipality, District - North 24 Parganas, from Panchanan Koley, Santosh Koley and Gita Rani Koley, wife of Late Ganesh Chandra Koley and also Goutam Koley, son of Late. Ganesh Chandra Koley, through a registered Deed of Sale, which was registered at Sub-Registry Office Barrackpore, recorded in Book No. 1, Volume No. 5, Pages from 321 to 330, being No. 235, dated 21.01.1991.

AND WHEREAS said Budul Bai Dayaram, Dunichand & Satramdas became the absolute owner having their 1/4th share each in respect of land measuring about 11 Cottahs 10 Chittaks 10 Square feet be the same a little more or less, lying and situated at Mouza - Khardah, J.L. No. 2, Re.Su. No. 18, Touzi No. 145, comprised and contained in C.S. Khatian No. 31, corresponding to R.S. Khatian No. 4457, R.S. Dag No. 1212, within the jurisdiction of A.D.S.R. Office Barrackpore now Sodepur, under Police Station - Khardah, within the local limits of Titagarh Municipality, District - North 24 Parganas and they peacefully possessed and enjoyed the same without any interruption from any corner by mutated their names before the local Municipality, being Holding No. 2 and paid rents and taxes to the proper authorities.

AND WHEREAS some portion have already encroached or acquired for the purpose of Drainage and Road and as such the said owners now have possessed and enjoyed their 1/4th share

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each in respect of 8 Cottahs 12 Chittaks 43 Sq.ft. out of 11 Cottahs 10 Chittaks 10 Sq.ft. as mentioned above.

AND WHEREAS said Satramdas died on 08/10/2008 as bachelor and as such his mother Budul Bai alias Delu Bai have acquired his 1/4th share i.e. 1585.75 Sq.ft. out of land area 8 Cottahs 12 Chittaks 43 Sq.ft. as mentioned above by way of inheritance and as such said Budul Bai alias Delu Bai got 3171.50 Sq.ft. alone and Dayaramdas Ahuja got 1585.75 Sq.ft. each and Dunichand also got 1585.75 Sq.ft. each out of land area 8 Cottahs 12 Chittaks 43 Sq.ft. as mentioned above.

AND WHEREAS said Budul Bai alias Delu Bai died on 31/05/2013 leaving behind two sons namely Dayaram Ahuja and Dunichand Ahuja and four daughters namely Meena Debi, Durga Devi, Lilawati Devi, Kaushalya Devi and they have got 528.58 Sq.ft. land each of the share left by Budul Bai alias Delu Bai and as such said Dayaram Ahuja & Dunichand Ahuja became the owners in respect of 2114.33 Sq.ft. land each and said Meena Debi, Durga Devi, Lilawati Devi alias Lila Devi, Kaushalya Devi have got 528.58 Sq.ft. each out of total land area 8 Cottahs 12 Chittaks 43 Sq.ft. as mentioned above and they peacefully possessing the same without any interruption from any corner.

AND WHEREAS said Dayaram alias Dayaram Ahuja, Meena Debi, Durga Devi, Lilawati Devi alias Lila Devi and Kaushalya Devi jointly gifted and transferred the undivided land area 4228.67

Sq.ft. or 5 Cottahs 14 Chittaks more or less, out of total land measuring an area 8 Cottahs 12 Chittaks 43 Sq.ft. together with structure thereon, lying and situated at Mouza - Khardah, J.L. No. 2, Re.Su. No. 18, Touzi No. 145, comprised and contained in C.S. Khatian No. 31, corresponding to R.S. Khatian No. 4457, corresponding to L.R. Khatian Nos. 1753, 1782, 2048, 4790, 1073, 2278 & 4829, in R.S. Dag No. 1212, corresponding to L.R. Dag No. 1919, under Police Station - Khardah, within the jurisdiction of A.D.S.R. Office Barrackpore now Sodepur, District - North 24 Parganas, within the local limits of Titagarh Municipality, to Dunichand alias Dunichand Ahuja i.e. the Land Owner herein, through a registered Deed of Gift, vide Deed No. 150107224 and entered into Book No. I, Volume No. 1501-2016, written in Pages from 150675 to 150702, for the year 2016, which was registered on 19/10/2016 at D.S.R. - I, North 24 Parganas, Barasat. Be it mentioned that in the above said Deed of Gift, said Lilawati Devi alias Lila Devi represented by her constituted attorney Dharmendra Kumar signed and Kaushalya Devi represented by her constituted attorney Ravi Lakhmani.

AND WHEREAS the Land Owner herein became the sole and absolute owner of a piece or parcel of Bastu land area 8 Cottahs 12 Chittaks 43 Sq.ft. more or less together with structure thereon, by way of inheritance (land area 2114.33 Sq.ft. more or less) and Gift (land area 4228.67 Sq.ft. more or less) and he mutated his name in the local Titagarh Municipality, being Holding No. 02, located at B.T. Road, under Ward No. 16 and also in the Records of L.R.

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Settlement, vide L.R. Khatian Nos. 8162 & 1753, in L.R. Dag No. 1919 as Bastu land and paying taxes & rents properly to the appropriate authorities, which is free from all sorts of encumbrances whatsoever.

AND WHEREAS the SECOND PARTY or DEVELOPER is a reputed Developer and Engineers carrying out development works around the Greater Kolkata Area.

AND WHEREAS the FIRST PARTY approached to the SECOND PARTY for Joint venture development of a new multi-storied Building on the said plot after demolishing existing structures on the said land. And it has also been agreed by and between the parties that the entire cost of construction along with all responsibilities and liabilities associated with development of proposed Building shall be borne by the party of the SECOND PART. The FIRST PARTY shall in no way be liable for any such cost of construction or for any liability.

AND WHEREAS it has been agreed between the parties that the FIRST PARTY or LAND OWNER shall permit the SECOND PARTY or DEVELOPER to exploit the land having under possession of FIRST PARTY to construct, erect and build a multi-storied Building on said plot commercially having several self-contained flats, commercial and parking Spaces at ground floor in accordance with the plan to be sanction by Titagarh Municipality and reciprocally as a valuable consideration the SECOND PARTY shall give the First

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PARTY free possession and absolute right and title of self-contained flats, commercial spaces and parking space at ground floor along with all common facilities clearly mentioned in schedule 'B' and 'C' hereinafter.

AND WHEREAS the SECOND PARTY agreed to construct proposed multi-storied building on the said piece of land here out of their own finance inter alia on the terms and conditions set out by and between the parties hereunder.

1. That the FIRST PARTY apart from this agreement shall execute a General power of attorney in favor of the SECOND PARTY and allow the SECOND PARTY to construct building on the said plot and also co-operate with the SECOND PARTY obtaining the required sanctioned plan from the appropriate authority for such construction. The FIRST PARTY also agreed to show and produce all original documents of the land as per the requirement of the SECOND PARTY.

2. That the entire financial constraint and burden for the construction of the building on the piece of land shall be on the SECOND PARTY and the SECOND PARTY in no way shall make the FIRST PARTY liable for any financial help on that score.

3. That the FIRST PARTY assures SECOND PARTY that the land mentioned hereunder is free from all encumbrances and with clear title, and the FIRST PARTY indemnify the SECOND PARTY for

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any loss / damage of SECOND PARTY arising out of any dispute in title of the land. The existing tenants on the said property are the sole responsibility of the FIRST PARTY or LANDOWNER; and the allocations of the tenants in proposed building will be adjusted from Land owner's allocation.

4. That the FIRST PARTY shall pay all outstanding areas of Municipal taxes and other outgoings if any till the date of agreement in respect of the said premises and handover all clearance certificate to the SECOND Party. The SECOND Party after execution of this agreement shall pay and bear all property, taxes, development fee and other dues and outgoings in respect of proposed building accruing up to the completion of new Building.

5. That the FIRST PARTY hereby agree to allow the SECOND Party to arrange for sale of flats, commercial and parking spaces in the newly constructed buildings on the said land excepting the land owners allocations indicated in Schedule B and Schedule C and entire sale proceeds shall be collected by the SECOND Party. And the SECOND Party shall be allowed to appropriate expenses and investments costs incurred for such construction apart from profit if any from the same and FIRST PARTY shall have no claim thereof.

6. That the plan for the proposed construction of building will be prepared by the SECOND PARTY and will be submitted in the name of FIRST PARTY for sanction to Titagarh Municipality or any other authority at the expenses of the SECOND PARTY.

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7. That the SECOND PARTY undertakes to complete and handover the land owner's allocation (as indicated in schedule B and C) along with common facilities and Completion Certificate (C.C) within thirty six months from the date of plan sanction. The completion period may be extended for situations beyond the control of the developer. If the developer unnecessarily delays the completion then the Developer will compensate the land owners the losses for such delay. And if there is unnecessary delay of more than six months then second party will be liable to pay a compensation of Rs.25,000/- (Rupees twenty five thousand) only per month to the first party till such time of handing over the property.

8. The vacant possession of the said land shall be handed over by the FIRST PARTY to the developer immediately after sanction of proposed building plan until the completion of the building including transfer and disposal of all the units thereof. The possession of the said land with buildings to be erected thereon and / or any portion thereon shall remain with the SECOND PARTY and the FIRST PARTY in no way shall interfere or cause any hindrance or impediment in construction or completion of the said Building.

9. That the SECOND PARTY will give Rs.50,00,0000/- (Rupees fifty lakh) only to the FIRST PARTY in installments as indicated in Schedule D hereinafter and the FIRST PARTY will refund the entire

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amount of Rs.50,00,0000/- (Rupees fifty lakh) only without interest to the SECOND PARTY on taking Land owners allocation in the proposed building with completion certificate.

10. That the FIRST PARTY will lend his name and signature in all papers / plans / Documents and deeds those come on the way of the SECOND PARTY for successful implementation of the project of construction of new building on FIRST PARTY'S land

11. That the materials to be used for the construction of the building must be of good quality under keen supervision of the Engineer/ Architect appointed by SECOND PARTY and the construction of the building must be solid so that any crack or other defect in construction may not occur in near future. The FIRST PARTY will not be liable for any defect or damage of the construction / structure.

12. That if the SECOND PARTY takes advance money or booking money from intending purchaser of flat, commercial or Parking space and subsequent there to without completing the construction of the building flies away, then the whole liabilities and responsibilities in returning the money and / or other punishment shall be borne by the SECOND PARTY only or in absence their heirs, successors legal representatives and assigns.

13. That in case any disputed and differences shall arise between the parties during the progress or after construction or

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abandonment of this agreement touching or concerning either to the said construction works or building or relating to any other things arising out of this agreement, the same may be referred to arbitration of two arbitrators one of which will be appointed by the LAND OWNERS and the other by the DEVELOPER and in case any dispute in between the said two arbitrators the same shall be referred to an umpire appointed by the said two arbitrators and the decision of the umpire shall be binding upon the parties. If the dispute is not settled by arbitration then the parties may go to court for settlement.

SCHEDULE -A (Details of Land)

ALL THAT a piece or parcel of "Bastu" land measuring about **8 (eight) Cottahs 12 (twelve) Chittaks 43 (forty three) Sq.ft.** together with 400 Sq.ft. tile shaded structure thereon, lying and situated at Mouza - Khardah, J.L. No. 2, Re.Su. No. 18, Touzi No. 145, comprised and contained in C.S. Khatian No. 31, corresponding to R.S. Khatian No. 4457, corresponding to L.R. Khatian Nos. 8162 & 1753, in R.S. Dag No. 1212, corresponding to L.R. Dag No. 1919 (one thousand nine hundred nineteen), under Police Station - Khardah, within the jurisdiction of A.D.S.R. Office Sodepur, District - North 24 Parganas, within the local limits of Titagarh Municipality, under Ward No. 16, being Holding No. 02, located at B.T: Road, which is Butted and Bounded by :-

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- On the North : Khardah Khal.
- On the South : Property of Mukherjee Family,
Sukanta Apartment & Gouri Apartment.
- On the East : B.T. Road.
- On the west : Khardah Khal.

SCHEDULE 'B' (LAND OWNERS ALLOCATION)

All that 50% (Fifty Percent) of total buildup area of each floor of proposed buildings. And the Developers will give Rs.50,00,0000/- (Rupees fifty lakh) only to the Land Owner in installments **as indicated in Schedule D hereunder written** and the Land Owner will refund the entire amount of Rs.50,00,0000/- (Rupees fifty lakh) only without interest to the Developers on taking Land owners allocation in the proposed building with completion certificate.

SCHEDULE - C (Finishing Schedule)

1. **Structure :** Reinforced concrete structure using ISI Quality reinforcing Steel and M 200 grade Concrete. Plinth Height 2ft above Road Level. Ground Floor 10ft height.
2. **Brick Work :** FPS75 Brick with cement mortar. 200mm thick external walls, 75/125 mm Partition walls.
3. **Plaster :** 12/20 mm thick cement mortar on Walls and 12 mm thick on Ceiling.
4. **Window :** Aluminum sliding Window with M.S. grill.
5. **Door :**
 - a) Good quality Sal Wood Frame.
 - b) Phenol Bonded Flash Door Shutter.
 - c) Gamari Wood Panel door at entrance of each flat.
6. **The Roof :** Finished with Mosaic Roof tiles placed on lime surki mortar Bedding.
7. **Flooring:**
 - a) Standard vitrified tile or marble floor

- b) Marble flooring and skirting in staircase and common lobbies.
- c) 6' Height white glazed tiles on walls in toilets and 3' height white or color tiles on kitchen working platform.

8. Painting :

- a) Cement based paint on external walls of Building.
- b) Putty finish on internal walls
- c) Enamel paint on Steel primer Red lead on Steel. And enamel Paint on wood primer on wood works.

9. Water Supply :

- a) Underground reservoir and pump
- b) Overhead reservoir for water storage
- c) ½" or ¾" P.V.C. Water line inside Bathrooms and Kitchens.
- d) Exposed G.I. Water supply lines connected to overhead reservoir.
- e) ½ C.P. Cock and C.P. shower in Bathroom.

10. Sanitary :

- a) 3"/4" HDPE Vertical pipes with fitting.
- b) 4" / 6" HDPE under ground Sanitary and Drainage pipe.
- c) White wash Basin in living and Dining space.
- d) White European commode with P.V.C. Flashing Cistern in Bathroom.
- e) 16"/22" Steel Sink in Kitchen.



11. Electrical :

- a) Fully concealed wiring with Havel's copper wires
- b) In Bed Room two light points, one 5 Amp Plug point and one fan point and one 15 amp plug Outlet.
- c) Living Room : Three light points, two fan points. One 5Amp. Plug point and 15 Amp. Plug point.
- d) Kitchen : One light point, one exhaust fan point, one 15 amp plug point.
- e) Toilet : One light point, one exhaust, one 15 Amp. Plug point
- f) Calling Bell : One Calling bell point at the main entrance.
- g) Balcony : One light point and one fan point.

12. Elevator : 5 user common lift of standard make

SCHEDULE - D (Payment Schedule of Advance Amount)

Rs.50,00,000/- (Rupees fifty lakh) only will be pay by the Second Party to the First Party as per following schedule :-

- a) Rs.20,00,000/- (Rupees twenty lakh) only at the time of agreement.
- b) Rs.15,00,000/- (Rupees fifteen lakh) only after commencement of work.
- c) Rs.15,00,000/- (Rupees fifteen lakh) only on completion of RCC structure.

Handwritten mark

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands and/or seals on the day month and year first above written.

SIGNED AND DELIVERED

in presence of :-

- 1) ~~Tamm~~ of Roy
Bansidhar Sree Palley
P.O. — Bahera, P.S. — Kharsaha
KOL - 700118

- 2) Abheshhek Ahuja
Adarshapally
P.O. B D Sopar
KOL - 116

Duni Chand Ahuja.
Signature of the Land Owner

DIPANKAR SEN & PRATIMA BISWAS

Dipankar Sen
Partner

DIPANKAR SEN & PRATIMA BISWAS

Pratima Biswas
Partner

Signature of the Developer

MEMO OF CONSIDERATION

RECEIVED Rs.20,00,000/- (Rupees twenty lakh) only from the above named Developer in the following manner.

<u>Date</u>	<u>Particulars</u>	<u>Bank</u>	<u>Amount</u>
03/11/2021	R.T.G.S. No. R52021110300543612	ICICI Khardah Branch	Rs.2,00,000.00
14.01.2022	cheque NO 001156	ICICI.	Rs 9,00,000.00
14.01.2022	cheque NO 001157	ICICI	Rs 9,00,000.00

Total Rs.20,00,000.00

WITNESSESS :-

1. Tanmoy Roy
Bandi Pur Streetally
P.O - Rahara, P.S - Khardah
KOL - 700118
2. Abheshk Ahuja
Adarshapally
P.O BD Sopan
KOL - 116 P.S Khardah

Duni Chand Ahuja.
Signature of the Land Owner

Drafted & Prepared By :-

Prabir Kumar Ghosh
(Sri Prabir Kumar Ghosh)
Advocate
Barrackpore Court
Enrolment No. WB/843/95

Printed by :-

Bank
Barrackpore



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Additional District Sub-Registrar
Sodepur, North 24 Parganas

4 JAN 2022