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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet / sheets and the endorsement sheet / sheets attached with this document's are the part of this document.

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Registrar U/S. 7(2)
North 24-Parganas
(D.S.P.-I)

31 AUG 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 31th day of August 2018 [Two thousand Eighteen];

Contd.....P/2

Jo7 deb Koles ailer

Jo7 deb Kannon Koles

S. S. ENTERPRISE
Savit Gani
Partner

S. S. ENTERPRISE
Subaran Mondal
Partner

2757 good 29/8/2018
M/S S. S. Enterprise.
1422, Barisal Road.
Ditagh.
বি. সার্ভিস

১. বি. এস. এফ. লিমিটেড

বি. সার্ভিস
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Registrar U/S. 7(2)
North 24 Parganas
Barisal
(D.S.P.-1)

31 AUG 2018

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BETWEEN

SRI JOYDEB KOLEY @ JOYDEB KR KOLEY son of Late Gour Chandra Koley (PAN No. AMEPK8360K), by Nationality – Indian, by Faith Hindu, by Occupation – service all are residing at 58/25, H. K. Sarkar Road, Koley Para, P.O. Talpukur, P. S. Titagarh, Kolkata 700 123 in the District of North 24-Parganas hereinafter jointly called and referred to as the OWNER (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include his respective heirs, legal representatives, executors and assigns) of the ONE PART.

A N D

M/S. S. S. ENTERPRISE having PAN – ADQFS7372A a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, 1. SRI SALIL BISWAS (PAN No. AMRPB0576D) son of Late Mahananda Biswas, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700122, West Bengal and 2. SRI SUBARAN MONDAL (PAN No. BFYPM7105L) son of Sri Datakarna Mondal, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Newpukuri (Dakshin), P.O. Newpukuria, P.S. Beldanga, District:- Murshidabad, PIN 743133, West Bengal hereinafter called and referred to as the "DEVELOPER" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include the said Firm its successors-in-office and/or representatives, executors and assigns) of the OTHER PART.

Joydeb Koley son
Joydeb Kumar Koley

WHEREAS said Sri Joydeb Koley @ Joydeb Kr. Koley purchased a plot of land measuring about 11 Satak more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 12.02.1977 which was duly registered before A.D.R. Barasat and duly copied in Book No. I, Volume No. 7, Pages from 148 to 152, Being No. 0408 for the year 1977 from Sri Bijali Kumar Chatterjee and Sri Bidyut Kumar Chatterjee.

AND WHEREAS said Sri Joydeb Koley @ Joydeb Kr. Koley by way said purchased he became the absolute owner of the plot of land measuring about 11 Satak more or less and he mutated his name before Barrackpore Municipality being Municipal Holding No. 59 (25/1), H. K. Sarkar Road under Ward No. 12 which is morefully described in the SCHEDULE- A hereunder written.

AND WHEREAS the Owner/First Party herein owner of the aforesaid property by way of sale deed in the aforesaid manner and while thus seized and possessed of the said property without any lien, claim, right, title or interest of any other person the Owner/First Party herein **have decided** to construct a multi-storied building covering maximum available F. A. R. according to Building Rules prescribed by the Barrackpore Municipality or as may be changed from time to time AND WHEREAS due to paucity of funds and lack of working knowledge the FIRST PARTY herein approached the Developer to develop the said property for commercial cum residential exploitation AND WHEREAS the Developer consider the aforesaid offer of the FIRST PARTY herein as viable.

Joydeb Koley along
Joydeb Kumar Koley

S. S. ENTERPRISE
Sanku Deb Roy
Partner

S. S. ENTERPRISE
Subodhan Mondal
Partner

THIS AGREEMENT is drawn up in writing with details of such terms and conditions mutually agreed to by the parties herein.

1. The First Party doth hereby authorized and empower the Second Party to construct a multi-storied building as per Sanction Building Plan as aforesaid on the said plot of land all the costs and expenses of Second Party and for the aforesaid purpose the First Party will deliver full vacant possession of the said land and also make over the original deeds and documents unto the Second Party and these documents will remain in custody and possession of the Second Party till performance of the agreed terms and conditions by and between the parties hereto and the First Party or any of their heirs, successors or assigns or any person claiming through or in trust shall not interfere during the construction period in any manner whatsoever except their allocation of this Agreement.

2. That the developer shall bear Rs 5,000 (Rupees five thousand) only per month to the land owner herein towards House rent and the same shall start from the day the land owner hand over the vacant possession of the First Schedule property to the developer till the date of taking owner's allocated portion.

2. The Second Party will obtain Sanction Plan for construction of multi-storied building on the said land at its own costs and in that connection the First Party will sign on all applications as required for getting the Plan Sanctioned from Barrackpore Municipality.

3. That on construction of the building in the manner as stated hereinabove with qualitative materials the land owner shall be entitled to get as follows:-

a) **The land owner namely Sri Joydeb Koley @ Joydeb Kr. Koley:-**

Joydeb Koley alias
Joydeb Kuman Koley

S. S. ENTERPRISE
Santosh Das
Partner

S. S. ENTERPRISE
Subaran Mondal
Partner

- i) One self contained residential flat measuring about 900 Sft. covered area more or less on the Second floor, Front side (as per Developer choice).
- ii) One self contained residential flat measuring about 800 Sft. covered area more or less on the Second floor, Middle Back side (as per Developer choice).
- iii) Two Garages on the Ground floor measuring super built up area of 180 Sq.ft. each one front side and one back side.

b) An amount of Rs. 50,00,000/- (Rupees fifty lakhs) only against the owner's Allocation and the same would be paid by the Developer to the Owner after Plan sanctioned from Barrackpore Municipality in the manner as follows:-

- | | |
|--|-----------------|
| i) At the time of execution of this Agreement | Rs. 1,00,000/- |
| ii) Within one month from the Building Sanction Plan | Rs. 5,00,000/- |
| iii) Within Six month from the Building Sanction Plan | Rs. 5,00,000/- |
| iv) Within Twelve month from the Building Sanction Plan | Rs. 5,00,000/- |
| v) Within Eighteen month from the Building Sanction Plan | Rs. 10,00,000/- |
| vi) Within twenty four month from the Building Sanction Plan | Rs. 10,00,000/- |
| vii) Last & final Payment during possession of flats & Garages | Rs. 14,00,000/- |

All applications, plans and other papers and documents, as may be required by the Developer the Second Party hereto for the purpose of obtaining necessary Sanction on and from the appropriate authorities, shall be prepared and submitted by the Second Party, Developer on behalf of the First Party. The Second Party shall pay and bear all fees including Architect's fees, charges, surcharges and every expense required to be paid or deposited to the Municipality or any other authorities for the

Joydeb Koley alias
Joydeb Kuman Koley

S. S. ENTERPRISE
Sally Dey
Partner

S. S. ENTERPRISE
Subaran Mondal
Partner

purpose of making the plan sanctioned for construction build up of the said building on the said plot of land.

5. The Owner shall grant to the Developer, the Second Party and / or to the Developers nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining Sanction Plan and all necessary permission and Sanction from different appropriate authorities from time to time in connection with the construction of the building and also pursuing and following up the matters with the Barrackpore Municipality and other authorities and for sell of flats (except Owner's Allocation) in that connection only together with the right to sewer affidavit.

6. That the Developer shall be entitled to hang any signboard or make any publicity towards booking of flat in the proposed building without any objection demand or claim from the land owner.

7. The party of the Second Part shall pay the Municipal and other Government rents and taxes from the date of getting possession for the First Party, it is made clear that only for land the First Party shall be bound to pay the said outstanding dues till the date of making over possession in favour of the Developer.

8. All other flats and garages of the proposed building to be constructed by the Second Party save and except the Owner's Allocation mentioned in the para No. 3 shall be disposed of by the Second Part to the prospective buyers at any consideration or price which shall be at the sole discretion of the Second Party to which the First Party shall not be liable for payment in any manner whatsoever. The First Party shall co-operate in selling the Other flats in each and every manner the Second Party shall desire from time to time and all times till disposal of flats and garages.

9. The Second Party and / or prospective buyer shall bear all statutory liabilities required standing over possession of the other flats as shall be payable to the

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Jo7 deb Kuman Koley

S. S. ENTERPRISE
S. S. Saha
Partner

S. S. ENTERPRISE
Subaran Mondal
Partner

Government and First Part shall not be responsible for the same in any way manner whatsoever.

10. The Second Party shall be at liberty to negotiate for sale the balance portion excluding Owner's Allocation as above, of the proposed building to be constructed upon the said land with any prospective buyer or buyers before or in course of construction together with proportionate share of land on which the said multi-storied building will be constructed as such consideration and on such terms and conditions and with such person or persons as the Second Party shall think fit and proper and the First Party, shall at the request of the Second Party, execute and register the Deed of Conveyances in respect of the proportionate share of the said land only to and in favour of the person or persons or the nominee of the Second Party. It is clearly agreed and declared that consideration money for such transfers, as aforesaid including earnest money or initial payments or part payments thereof shall be received by and belong absolutely to the Second Party which will be solely declared by the Developer.

11. The Second Party shall be entitled to enter into and sign all agreements and documents as may be required for the purpose of the proposed building including flats, spaces, units or apartments save and except of First Parties allocated portion mentioned in Clause 3 or for sale of the same on such terms and conditions and for such consideration as the Second Party shall think fit and proper and the First Party undertake to give the Developer or Developer's agent, a General Power of Attorney.

12. The First Party shall have no right or power to terminate this Agreement provided the Second Party would be violate any of the terms and conditions contained in this Agreement.

13. Be it provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expenses shall be borne exclusively and paid by the Second Party, their nominee or nominees and / or prospective buyers.

To J deb Koley alias
To J deb Kumon Koley

Partner
S. S. ENTERPRISE
S. S. ENTERPRISE
Partner

S. S. Enterprises

Subarn Mondal

14. The Second Party shall at its own costs construct, erect and complete the building with qualitative materials at the place mentioned above after obtaining the Sanction Plan with such materials and with such specifications as may be recommended by the technical person from time to time.

15. The Second Party shall install, erect in the said building at its own cost like as pump sets, tube well water storage tanks, overhead reservoirs, electric wiring fittings and installations and other facilities as are required to be provided in a residential building having self contained apartment and considered for sale of flats therein on ownership basis as mutually agreed.

16. The Second Party shall be authorized by the Owner for the construction of the building to apply for and obtain temporary and permanent constructions of water, drainage, sewerage and / or other facilities if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

17. In case of any dispute the Owner shall approach an Arbitrator to be appointed jointly.

18. All costs, charges and expenses including fees of the technical person shall be discharged and paid by the Second Party; the First Party hereto shall have no liability or responsibility in this context in any manner whatsoever.

19. As soon as the building is habitable the Second Party shall handover the Owner's Allocation mentioned in the Schedule 'B' hereunder written. Then the Second Party shall be at liberty to give possession to other prospective buyers or tenants without any consent of the First Party and Second Party shall not be entitled to handover possession to other prospective buyers or tenants in any circumstances prior to handover the owner's allocation to the First Party. The Owner shall be exclusively responsible for punctually and regularly payment of all taxes, rates, duties as per their proportionate share. The prospective buyers shall pay their proportionate share of the said rates from the date of possession and / or registration whichever is earlier to the Developer herein with proper receipt.

Joydeb Koley alias
Joydeb Kuman Koley

Partner

S. S. ENTERPRISE
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S. S. ENTERPRISE
Subaran Mandal

Partner

20. As and from the date of service of notice of possession of the Owner's Allocation, the Owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Second Party its nominee, assignee or prospective buyers the proportionate service charges for the common facilities in the newly constructed building payable in respect of the Owner's Allocation, such charges are to include proportionate share of premises for the insurance of the building, water, fire and scavenging charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways parkways and other facilities whatsoever as may be mutually agreed from time to time.

Partner
Savitri Gowda
S. S. ENTERPRISE

21. The Owner shall not do any act deed or thing whereby the Developer shall prevented from construction and completion of the said building.

22. The Developer herein shall demolish the existing structure at its own cost and the materials of the said demolished building shall be taken by the Developer.

23. The Owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the Developer and the Owner or as a joint Venture between the parties hereto constituted as Association of persons.

Partner
Subaran Mondal
S. S. ENTERPRISE

24. It's understood that from time to time to facilities the construction of the building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein, the Owner doth hereby undertake further that they will do all such acts, deeds, matters and things and shall execute any such additional Power of Attorney and / or authorization as may be required by the

For Deb Koley alias
For Deb Kumar Koley