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I-16351/2022

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

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

District Sub-Register-II
Alipore, South 24-Parganas

13 DEC 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 13th day of DECEMBER Two Thousand and Twenty Two (2022) A.D.

BETWEEN

(1) SRI GAUTAM GOSWAMI, Son of Late Rabindra Nath Goswami, (**PAN : ADWPG7561M, Aadhaar No. 6349 1189 0323**), by religion – Hindu, by Nationality – Indian, by occupation – Business, residing at 11, Narayan Roy Road, Post Office – Barisha, Police Station – Thakurpukur, District – South 24-Parganas, Kolkata–700008 and**(2) SRI UDDIPTA MISRA**, Son of Narayan Chandra Misra, (**PAN : AHJPM7787J, Aadhaar No. 4667 3077 6208**), by religion – Hindu, by Nationality – Indian, by occupation – Business, residing at 2K, Bediadanga First Lane, Post Office – Tiljala, Police Station – Kasba, District – South 24-Parganas, Kolkata–700 039jointly hereinafter called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

A N D

RAJ CONSTRUCTION, a proprietorship firm having its principal place of business at 159, Rajdanga Gold Park, Post Office–E.K.T.P., Police Station – Kasba, District – South 24-Parganas, Kolkata – 700 107, in the state of West Bengal represented by its proprietor **SRI DIPAK GHOSH**, Son of Late Gobinda Charan Ghosh, **PAN : ADOPG8722C, Aadhar No. 6257 4653 7244**, by Nationality – Indian, by religion Hindu, by occupation – Business, residing at 159, Rajdanga Gold Park, Post Office–E.K.T., Police Station – Kasba, District – South 24-Parganas, Kolkata – 700 107, in the state of West Bengal hereinafter called and referred to as the **"DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean

and include successor or successors-in-office for the time being) of the **OTHER PART**.

WHEREAS one Sri Bijoy Krishna Baidya, Sri Palan Chandra Baidya, Sri Haran Chandra Baidya and Smt. Nanda Rani Baidya were the joint owners seized possessed and/or well and sufficiently entitled to in respect of **ALL THAT** piece or parcel of land measuring about 2 Cottahs 12 Chittacks 12.35 Sq.Ft. be the same a little more or less together with RTS structure measuring 100 Sq.Ft. more or less lying and situated at Mouza-Chakguniyagachi, comprised in J. L. No. 24, L. R. Dag No.40/53, under L. R. Khatian No.223,being Municipal Premises No.2154, Mukundapur, under Police Station–Purba Jadavpur, Kolkata – 700 099, under the jurisdiction of the Additional District Sub Registrar at Sealdaha, District -South 24 Parganas, in the state of West Bengal.

AND WHEREAS while the said Sri Bijoy Krishna Baidya, Sri Palan Chandra Baidya, Sri Haran Chandra Baidya and Smt. Nanda Rani Baidya were enjoying the abovementioned plot of land by a registered deed of conveyance executed on 13/04/1984 and registered in the office of the D. S.R. Alipore, South 24 Parganas and recorded in Book No.1, Volume No.146, Pages 146 to 153, Being No.5119 for the year 1983 sold conveyed and transferred in favour of Sri Nani Gopal Mondal, son of Kala Chand Mondal in respect of **ALL THAT** piece or parcel of land measuring about 2 Cottahs 12 Chittacks 12.35 Sq.Ft. be the same a little more or less together with RTS structure measuring 100 Sq.Ft. more or less lying and situated at Mouza-Chakguniyagachi, comprised in J. L.

No. 24, L. R. Dag No.40/53, under L. R. Khatian No.223,being Municipal Premises No.2154, Mukundapur, under Police Station– Purba Jadavpur, Kolkata – 700 099, under the jurisdiction of the Additional District Sub Registrar at Sealdaha, District -South 24 Parganas, in the state of West Bengal for a valuable consideration mentioned therein more fully and particularly described in First Schedule hereunder written.

AND WHEREAS after such purchase the said Sri Nanigopal Mondal became the absolute owner, occupier and possessor of the said total landed property measuring 2 Cotthas 12 Chittacks 12.35 Sq.Ft. be the same a little more or less and since the said Sri Nani Gopal Mondal has been possessing the said property and mutated his name in the record of Kolkata Municipal Corporation and got Assessee No.311090793097, Ward No.109 as well as BL & LRO, ATM - Kasbain L R Khatian No.223, under L R Dag No.40/53and thus they enjoying the same paying municipal taxes and other outgoing charges regularly.

AND WHEREAS by a registered deed of conveyance executed on 03/09/2022 and registered in the office of the Additional Registrar of Assurances – II, Kolkata and recorded in Book No.1, Volume No.1902-2022, Pages 370280 to 370299, Being No.10393 for the year 2022the said Sri Nani Gopal Mondal, son of Kala Chand Mondal sold, conveyed and transferred in favour of Sri Gautam Goswami, son of late Rabindra Nath Goswami and Sri Uddipta Misra, son of Narayan Chandra Misrain respect of **ALL THAT** piece or parcel of land measuring about 2 Cottahs 12 Chittacks 12.35

Sq.Ft. be the same a little more or less together with RTS structure measuring 100 Sq.Ft. more or less lying and situated at Mouza-Chakguniyagachi, comprised in J. L. No. 24, L. R. Dag No.40/53, under L. R. Khatian No.223,being Municipal Premises No.2154, Mukundapur, under Police Station–Purba Jadavpur, Kolkata – 700 099, under the jurisdiction of the Additional District Sub Registrar at Sealdaha, District -South 24 Parganas, in the state of West Bengal for a valuable consideration mentioned therein more fully and particularly described in First Schedule hereunder written.

AND WHEREAS after such purchase the said Sri Gautam Goswami, son of late Rabindra Nath Goswami and Sri Uddipta Misra, son of Narayan Chandra Misra became the joint owners, occupier and possessor of the said total landed property measuring 2 Cotthas 12 Chittacks 12.35 Sq.Ft. be the same a little more or less and since the said Sri Gautam Goswami, son of late Rabindra Nath Goswami and Sri Uddipta Misra, son of Narayan Chandra Misra have been possessing the said property and mutated their names in the record of Kolkata Municipal Corporation and got Assessee No.311090793097, Ward No.109 and thus they enjoying the same paying municipal taxes and other outgoing charges regularly.

AND WHEREAS subsequently the said property is known and numbered as premises No.2154, Mukundapur, Police Station – Purba Jadavpur, District – South 24-Parganas, Kolkata – 700 099, within the local limits of Kolkata Municipal Corporation, Ward No.109, Assessee No.311090793097,Borough – XII.

AND WHEREAS the said premises is free from all encumbrances, charges, liens, mortgage and/or any other nature of attachments whatsoever and have no acquisition or requisition or any case or proceedings both in Civil and Criminal nature is/are not pending of the respective learned Court(s) or elsewhere in respect of the said premises which is morefully and particularly described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the present owners are not in a position to construct individual building on such land measuring about 2 Cottahs 12 Chittacks 12.35 Sq.Ft. be the same a little more or less together with RTS structure measuring 100 Sq.Ft. more or less lying and situated at Mouza-Chakguniyagachi, comprised in J. L. No. 24, L. R. Dag No.40/53, under L. R. Khatian No.223,being Municipal Premises No.2154, Mukundapur, under Police Station–Purba Jadavpur, Kolkata – 700 099, under the jurisdiction of the Additional District Sub Registrar at Sealdaha, District -South 24 Parganas, in the state of West Bengal and the said Owners have been thinking to construct a new building thereon by demolishing their existing RTS structure standing thereon in the said premises for their better beneficial use of residential accommodation and other purposes but due to insufficient technical knowhow and want of required time said Owners could not materialize the same in respect of the said premises.

AND WHEREAS the present Owners intend to enter into agreement for development of municipal premises No.2154, Mukundapur, Police Station –Purba Jadavpur, District – South 24-Parganas, Kolkata – 700 099, within the local limits of Kolkata Municipal

Corporation, Ward No.109, Assessee No.311090793097,Borough – XII knowing from further intention of the said Owners, **RAJ CONSTRUCTION**, a proprietorship firm having its principal place of business at 159, Rajdanga Gold Park, Post Office–E.K.T.P., Police Station – Kasba, District – South 24-Parganas, Kolkata – 700 107, in the state of West Bengal represented by its proprietor **SRI DIPAK GHOSH**, Son of Late Gobinda Charan Ghosh, **PAN : ADOPG8722C, Aadhar No. 6257 4653 7244**, by Nationality – Indian, by religion Hindu, by occupation – Business, residing at 159, Rajdanga Gold Park, Post Office–E.K.T., Police Station – Kasba, District – South 24-Parganas, Kolkata – 700 107, in the state of West Bengal hereinafter called the Developer, approached the said Owners for constructing a building consisting of several flats in each floor and other spaces on the ground floor on the said premises which is morefully and particularly described in the **FIRST SCHEDULE** written hereunder and after satisfying the terms and conditions the said Owners of the One Part have agreed to execute an Agreement with the aforesaid Developer under the terms and conditions hereunder appearing and the said Developer accepted the same.

AND WHEREAS relying upon the aforesaid representations made by the said Owners, the said Developer has agreed to enter into this Agreement with the said Owners in respect of the said premises under the terms and conditions hereunder appearing.

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

ARTICLE -I
DEFINATIONS

In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows :-

1. **OWNERS** : shall mean **(1) SRI GAUTAM GOSWAMI**, Son of Late Rabindra Nath Goswami, (**PAN : ADWPG7561M, Aadhaar No. 6349 1189 0323**), by religion – Hindu, by Nationality – Indian, by occupation – Business, residing at 11, Narayan Roy Road, Post Office – Barisha, Police Station – Thakurpukur, District – South 24-Parganas, Kolkata–700 008 and **(2) SRI UDDIPTA MISRA**, Son of Narayan Chandra Misra, (**PAN : AHJPM7787J, Aadhaar No. 4667 3077 6208**), by religion – Hindu, by Nationality – Indian, by occupation – Business, residing at 2K, Bediadanga First Lane, Post Office – Tiljala, Police Station – Kasba, District – South 24-Parganas, Kolkata–700 039 and their heirs, administrators, successors, executors, representatives nominees and assignees as the case may be.

2. **DEVELOPER** : shall mean **RAJ CONSTRUCTION**, a proprietorship firm having its principal place of business at 159, Rajdanga Gold Park, Post Office–E.K.T.P., Police Station – Kasba, District – South 24-Parganas, Kolkata – 700 107, in the state of West Bengal represented by its proprietor **SRI DIPAK GHOSH**, Son of Late Gobinda Charan Ghosh, **PAN : ADOPG8722C, Aadhar No. 6257 4653 7244**, by Nationality – Indian, by religion Hindu, by occupation – Business,

residing at 159, Rajdanga Gold Park, Post Office–E.K.T., Police Station – Kasba, District – South 24-Parganas, Kolkata – 700 107, in the state of West Bengal and their heirs, administrators, successors, successors-in-office, executors, representatives nominees and assignees as the case may be.

3. **LAND & PREMISES**: shall mean **ALL THAT** piece or parcel of land measuring about 2 Cottahs 12 Chittacks 12.35 Sq.Ft. be the same a little more or less together with RTS structure measuring 100 Sq.Ft. more or less lying and situated at Mouza-Chakguniyagachi, comprised in J. L. No. 24, L. R. Dag No.40/53, under L. R. Khatian No.223,being Municipal Premises No.2154,Mukundapur, Police Station –Purba Jadavpur, District – South 24-Parganas, Kolkata – 700 099, within the local limits of Kolkata Municipal Corporation, Ward No.109, Assessee No.311090793097,Borough – XII, under the jurisdiction of the Additional District Sub Registrar at Sealdaha, District -South 24 Parganas, in the state of West Bengal which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and for the sake of brevity hereinafter referred to as 'the said Premises'.

4. **BUILDING** : shall mean a G+III storied building which shall be constructed in accordance with building plan or plans and shall include other spaces intended for the use and enjoyment in common amongst the apartment Owners at the said newly proposed building as shall be constructed

as per sanctioned Building Plan to be obtained from The Kolkata Municipal Corporation.

5. **FLOOR AREA RATIO** : shall mean constructed area available for the purpose of getting sanctioned plan of the newly proposed building from The Kolkata Municipal Corporation for construction purpose at the said premises as per the amended building regulation under The Municipal Act.

6. **COMMON FACILITIES AND AREA** : shall include passage, ways, landing, lobbies stair-case, roof, water pump and other spaces and facilities whatsoever necessary for the establishment provisions maintenance and/or management of the newly proposed multi-storied building and/or common facilities or any of them thereon as the case may be.

7. **SALEABLE SPACE** : shall mean the space of the Developer's allocation in the newly proposed building which is available for independent use and occupation before making due provisions for Owners' Allocation and common facilities and the space required therefore.

8. **PROPORTIONATE OR PROPORTIONATELY**: shall mean the proportion which the super built up area of any Unit be to the super built up area of all the Units in the said Building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the common expenses, then such share of the whole shall be determined on the basis on which

such rates and/or taxes are being respectively levied, i.e. case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area rental include or user of the respective Units by the Co-owners respectively.

9. **OWNERS ALLOCATION** : it is mutually settled by and between the Owner and the Developer herein, that, the Owner will be entitled 50% of the total sanctioned F.A.R. (Tenement Area) plus non-refundable consideration, in the following manners (**OWNER'S ALLOCATION**) :-

(a) Entire 1st Floor, in complete and habitable condition and 50% of the Top Floor, in the form of Flat (Eastern side) along with one shop room on the ground floor, South-West facing and one car parking space measuring 10'-12' = 120 Sq.Ft. on the Ground Floor North-West facing, in the proposed G+III storied building as per the sanctioned Building Plan of the Kolkata Municipal Corporation and also be entitled to **(b)** Forfeited amount of **Rs.1,00,000/-(Rupees One Lac)** only payable at the time of execution of this presents, and another Forfeited amount of **Rs.4,00,000/-(Rupees Four Lac)** only payable at the time of applying sanction of the building plan and also rest amount of **Rs.5,00,000/- (Rupees Five Lakhs)** only as refundable interest free Security Deposit within (4) Four months from date of instant agreement, which will be refunded by the Owners herein to the Developer herein at the time of handover the Owners' Allocation simultaneously without

interest complying with the terms and conditions of this Development Agreement.

10. **DEVELOPER'S ALLOCATION** : shall mean the remaining constructed area in the proposed building after deducting above Owners' Allocation, i.e. **Entire 2nd Floor and 50% of the Top Floor, in the form of Flat (Western Side) along with rest portion on the Ground Floor** including proportionate share of underneath land and common areas common facilities and amenities attached with the proposed G+III storied building in respect of municipal premises No.2154, Mukundapur, Police Station –Purba Jadavpur, District – South 24-Parganas, Kolkata – 700 099, within the local limits of Kolkata Municipal Corporation, Ward No.109, Assessee No.311090793097,Borough – XII, under the jurisdiction of the Additional District Sub Registrar at Sealdaha, District -South 24 Parganas, in the state of West Bengal the particular of such premises more fully described in the **FIRSTSCHEDULE** hereunder written with common facilities areas, utilities and civic amenities as to be provided in the newly constructed building at the said premises to be constructed as per specification given in the **FOURTH SCHEDULE** herein below written, as part of total consideration of the said land and premises.

11. **ARCHITECT/LICENSED BUILDING SURVEYOR** : shall mean any qualified person or persons and/or firm or firms appointed or nominated by the Developer for design and

planning of the newly proposed building to be constructed at the said premises.

12. **BUILDING PLAN** : shall mean the plan or plans to be prepared by the registered Architect for construction of the newly proposed building to be sanctioned by The Kolkata Municipal Corporation and shall include by amendments thereto and improvement thereon and/or modification thereof subject to approval by the Owners.

13. **TIME** : both the Owners and the Developer herein, have amicably discussed, negotiated, agreed and finally settled that, the proposed G+III Storied Building shall be completed within the stipulated time period of **30 (Thirty) months** from the date of registration of this agreement and after completion of the aforesaid building, the Owner herein, shall be delivered the Owners' Allocation. It is noted that the time period will be the essence of this Contract. However, in the meantime, the Developer shall have every lawful right to enter into Agreement for Sale with all intending Buyers/Purchasers for the purpose of transfer of the self-contained Flats on the different floors and Car Parking Spaces/Parking spaces in the ground Floor in the said premises under the Developer's Allocation at its' Own absolute discretion and at any settled price without any objection from the Owners herein. The Developer herein, shall also be entitled to receive the part or full consideration against sale of Developer's Allocation in the said premises.

14. **TRANSFER** : with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transferred of space in the newly constructed building to the intending Purchaser/ Purchasers thereof.

15. **TRANSFEREE** : shall mean a person, persons, firm, association to whom any space in the said newly proposed building at the said premises to be transferred by virtue of these presents.

16. **WORD** : importing singular shall include plural and vice versa.

17. **MASCULINE** : shall include the feminine and neuter gender and vice versa.

18. **ROOF** : shall mean and include the roof of the entire building excluding the space required for installation of overhead water tank, other common use, staircase, covered spaces at the top of the building required balance vacant space will be used for common purpose.

A. **THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS :-**

i) That the said Developer shall obtained necessary permission for construction of new building from the Kolkata Municipal Corporation thereon on the terms and

conditions mentioned herein on the basis of the said Agreement totally at the cost of the developer.

ii) That the said owners absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises mentioned hereinabove and shall retain symbolic possession until the said Premises is fully developed.

iii) That the right title and interest of the said owners in the said Premises mentioned herein above is free from all encumbrances and the said owners have a marketable title to the same save and except as aforesaid.

iv) That the said owners have not received any notice for acquisition or requisition of the said premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.

v) That the said owners have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said Premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the Developer herein.

vi) That the said owners are not aware of any impediment affecting the said Premises mentioned hereinabove whereby they are in any way barred from entering into this Agreement.

vii) The owners shall pay Mutation dues and there are any separate agreement or agreements with anyone else relating to said premises and after payment of all the dues means Municipal Tax amount and Mutation dues amount then there is no arrears of taxes and/or dues of the Owners with the any other tax and/or other appropriate body or authorities that may affect said Premises in any manner whatsoever. Neither the Said Premises nor any part thereof has been attached under any Decree or order of any court of law or due to Revenue or any other Public Demand.

viii) That the Developer shall pay all other taxes that may be decided or required by the Developer to be provided or directed by Government Notification, Rules or Circular in the said newly proposed building or at any time during construction or after completion of construction and/or on the Owners' Allocation area before taking the possession from the Developer and also shall pay any other tax shall be applicable time to time by the government or any other statutory body, owners shall transfer, sale from his allocation portion to any intending purchaser after getting the owners' allocation without prior consent from the developer and the Owners hereby agreed at the time of sale of Owners' allocation area to the third party said each intend purchaser shall pay additional amount for connection of the electric charges.

ix) There are no impediments or bar under any law or statute as on the date of this Agreement by which the Owners are prevented from selling or transferring their right, title and interest in the Said Premises and as such the owners are entitled to execute the necessary Deeds of Conveyance in favour of the Developer and/or the purchaser of the Developer's Allocation as the case may be in respect of the Said Building. Further the owners have not in any way dealt with the said Premises whereby the right, title and interest of the Owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

x) That the owners shall transfer, sale from their allocation portion to any intending purchaser after getting the owners allocation without prior consent from the developer and the Owners hereby agreed at the time of sale of Owners allocation area to the third party said each intend purchaser shall pay additional amount for connection of the electric charges.

xi) The owners shall make available original copies of all the documents relating to the said property which are in possession and control of the owners at the time of reasonable requirement of the Developer on demand for verification and the Owners shall produce further other formalities for construction of the said building on the said property as and when reasonably required by the Developer.