



পশ্চিমবার্গ पश्चिम बंगाल WEST BENGAL

89AA 918806

Before the Notary Public at Alipore



DEVELOPMENT AGREEMENT

This <u>AGREEMENT</u> made this policy of April, Two Thousand Fifteen(2015) <u>BETWEEN TAPAN CHANDRA ROY</u> son of Late Mahendra Chandra Roy, by faith Hindu, by occupation – Retired, residing at D/35, Rabindrapally, P.O. Baghajatin, P.S. Patuli, Kolkata 700086 hereinafter called and referred to as the <u>OWNER/</u>



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(which expression unless repugnant to the context shall mean and include his heirs, executors, administrators, representatives and assigns) of the <u>ONE PART</u>.

AND

M/S MRINAL CONSTRUCTION, a Proprietorship Firm having its office at D/16, New Patuli, P.O.Panchasayar, P.S. Patuli, Kolkata – 700094 represented through its proprietor MRINAL MAJHI son of Late Mrityunjoy Majhi, by faith- Hindu, by occupation – Business, residing at D/16, New Patuli, P.O.Panchasayar, P.S. Patuli, Kolkata – 700094 hereinafter called the 'DEVELOPER/ BUILDER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators representatives and assigns) of the OTHER PART.





by virtue of a registered Deed of Gift duly executed and registered on 26.09.1991 by the Government of the State of West Bengal as Donor under the disposal of the Refugee Relief and Rehabilitation Department, Government of West Bengal, registered in the office of the Additional District Sub-Registrar at Alipore recorded in Book No. I, Volume No. 14, Pages121 to 124, Being No. 1656 for the year 1991 and being the Donee said Tapan Chandra Roy accepted the said Deed of Gift by endorsing her signature therein.

AND WHEREAS being the lawful owner of the aforesaid property said Tapan Chandra Roy absolutely seized and possessed of and/or well and sufficiently entitled to the said property without any interruption and hindrance from any quarter.

AND WHEREAS while thus in peaceful possession of the said property the Landowner herein had also duly assessed and intrated her name in the Assessment Register of the Kolkata Municipal Corporation in respect of the said property which has been numbered as KMC Premises No. 42/1,Rabindrapally Block 'D', being Postal Address D/35, Rabindrapally, P.O. Baghajatin, P.S. Patuli, Kolkata 700086 being Assessee No. 311012002845 and has been paying the Municipal Rate Bills regularly.



AND WHEREAS the party of the first being the absolutely seized and possessed of the schedule 'A' property described herein could not maintained the homestead building which is almost at the verge of demolition of the decided to develop the said property by erecting ownership residential flat or apartment in a G+three storied building thereon upon complying the building rules of Kolkata Municipal Corporation with the help of some one who can develop the said property.

approached the party of the Second Party being termed as Builders/Developers herein having the experience to undertake such construction to enter into a Development Agreement to construct the said building with several residential flats and other garage or saleable space for themselves and also for sale to intending purchasers along with undivided proportionate share of the land equivalent to construction of individual flats.

AND WHEREAS the party of the second part/Developer herein being thus approached by the said party of the First Part, agreed to exploit and develop the said land particularly described building upon demolition of the existing structure by arranging funds by the builder/Developer's absolute authority either from its own sources and/or from the intending buyers of the undivided proportionate share in land for construction of flats or apartments



to be constructed in the said building hereby proposed to be constructed through the said Builder/Developer the party of the Second part.

AND WHEREAS the owners accepted the said proposal of the Builder/Developer subject to the terms and conditions herein after expressly described.

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

1.OWNERS: shall mean <u>TAPAN CHANDRA ROY</u> son of Late Mahendra Chandra Roy, by faith Hindu, by occupation — Retired, residing at D/35, Rabindrapally, P.O. Baghajatin, P.S. Patuli, Kolkata 700086.

2.BUILDER/DEVELOPER: shall mean M/S MRINAL CONSTRUCTION, a Proprietorship Firm having its office at D/16, New Patuli, P.O.Panchasayar, P.S. Patuli, Kolkata – 700094 represented through its proprietor MRINAL MAJHI son

DiBusiness, residing at D/16, New Patuli, P.O.Panchasayar, P.S.

homestead land measuring 1 (one) Cottahs 8 (Eight) Chittaks more or less together with structure comprised in E.P. No. 65, R.S. Dag No. 747(P), 748(P), of Mouza Bademasur, J.L. No. 31, Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore within the

Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No. 42/1,Rabindrapally Block 'D', being Postal Address D/35, Rabindrapally, P.O. Baghajatin, P.S. Patuli, Kolkata 700086

4. BUILDING: shall mean and include the proposed three storied building to be constructed at the said property and particularly mentioned in the schedule B written hereunder.

5.COMMON FACILITIES: shall mean and include roof, corridors, ways, stairs, elevetor, passage, drive ways common lavatories provided by the Developer, water pump, meter and other facilities which will be provided by the Builder/Developer in the new building. As described in schedule 'E' & 'F' written hereunder.

6.SALEABLE SPACE: shall mean and include the space in the new building as will be available as per terms of this agreement for exclusive use and utilization by the builder/developer after making due provision for common facilities and space required thereof and after making provision of Owner's allocation and proportionate

50% of ground floor West side and 550 sq.ft super built up area GN floor GN floor (East side) of the proposed three storied building with proportionate share of land including common areas with facilities and Rs. 10,85,000/- (Ten Lakhs Eighty Five Thousand) as forfeited money. The Developer has paid Rs 70,000/- (Seventy Thousand) at the time of signing this

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share in land.

agreement and general power of attorney and Rs 570,000 Lakhs) only will be paid by the developer to the owner at t

of first roof dhalai of 1st floor and Rs 5,15,000(Five Lakhs Fitteen

Thousand) at the time of delivery of possession.

8.DEVELOPER/S BUILDERS/ALLOCATION: shall mean the remaining portion of the proposed three storied building with undivided proportionate of land.

9.THE ARCHITECT: shall mean such person or persons with requisite qualification who will be appointed by the Builder/Developer for designing and planning the new building.

10.BUILDING PLAN: shall mean such plan prepared by the Architect for the construction of the new building as described in

Schedule B written hereunder.

11.TRANSFER: with it's grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried

unling to builder or his nominated purchaser thereof without

causing in any manner inconveniences or disturbances to the

owners/allocation.

months from the date of plan on the said premises and extra 6 months for natural calamity.

13. COMMEMCEMENT This Agreement shall be deemed to have commenced with effect from the date of execution of this agreement

14. Name of the Building shall be decided with consent of T. K. DE

15. Owner's Rights and obligations:

- a) The owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property described in the schedule A below before construction of proposed building as per this agreement and have absolute right title and interest to deal with the same and in the manner herein mentioned.
- b) None other than the owner herein has any right title claim and/or demand over and in respect of the said premises and/or any portion thereof before construction of proposed building as per this agreement.
- c) There is no excess vacant land in the said property within the meaning of the urban land (ceiling & Regulation Act,

d) Owners herein are liable to deliver proper documents in

16.CONSTIDERATION: In consideration of the owner having ARGANIA agreed to permit the Builder/Developer to commercially exploit the said property and to construct errect and build a new building in accordance with the specifications and material description which are stated in details in schedule 'F' below in the land described in schedule 'A' written hereunder.

The Builder/Developer shall provide to the owner for flats in a) the new building as per owner's allocation mentioned clause 7 herein above in this agreement.

17.BUILDER'S/DEVELOPER'S RIGHTS:

- All applications, plans and other paper and documents as may be required by the Builder/Developer for the purpose of obtaining necessary construction and submitted by the
- Builder/Developer behalf of the owner at it's own costs and b) expenses and the Builder/Developer shall pay all charges and bear all fees including Architect's fees.
- what has been The owners hereby grant subject to c) hereudner provided exclusive right to the builder/Developer to built upon and to exploit commercially the said plot of land and totake all necessary steps thereto in accordance with the plan. Developer/Builder shall handover the owner's VT. QE attacation in accordance with the specifications more fully

in the schedule 'D' below described puller/developer shall construct and complete the flats in

accordance with the plan.

The Builder/Developer shall bear all costs, charges and d) expenses for the construction of all the residential flats including owner's allocation and the said owner's allocation will be made fit for occupation with proportionate rights in all manner and portions of the said building at the costs and expenses of the Builder/Developer.

1. The owners shall vacate the existing building along with the land appertenant therein as described in the Schedule Ovindshall deliver free, quite, peaceful and unencumbered exclusive Evacation possession of the property to the Builder/Developer and as present the Builder/Developer shall be entitled to obtain vacant possession of the premises upon demolition of the existing structure of the building and take away the old materials of the demolished building in to the Builder/Developer's custody at their own costs and also to survey the said land and to do all necessary jobs for the purpose of construction of the proposed building in terms of this agreement.

2. The Builder/Developer shall complete the owner's allocation of the proposed building positively within 18 months from the date Of plan of the said premises unless prevented by any unforeseen circumstances beyond the control of the builder/developer. And hand over the owner's allocation in finished and habitable condition with all arrangement and other necessary fittings as per specifications described in Schedule 'D' below.

3. The owners shall have absolute right to transfer or otherwise deal with the owner's allocations along with proportionate share in common areas and common passage without any reference to the Builder/Developer or any person or persons whatsoever upon getting possession of his allotted respective portion.

4. The Builder/Developer shall have exclusive right, title and interest to the Builder/Developer's allocation in the new building of with exclusive undisturbed right to transfer, sale and/protherwise deal with or dispose of the same without however affecting any 200 right, title claim or interest therein as per this affectment whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Builder/Developer's allocation. The owner shall be liable to execute any deed for registration in favour of related person to make free title of the said premises.

5. The owners hereby further undertakes to give the Builder/Developer the General power of Attorney in a form and manner reasonably required for the purposes of smooth construction work in terms of this deed and to deal with by way of

understood however that such dealings shall neither in any way tasteroor breate any financial or legal liability upon the owners nor there than be any clause inconsistent with or against the terms appearance in this agreement.

19. COMMON EXPENSES:

a) The Builder/Developer shall pay and bear all property taxes and other dues and out goings in respect of the said building accruing due as and from the date of handing over vacant

possession of the land or part thereof by the owner to the builder/developer.

b) As soon as the new building is completed within the time herein before mentioned, the Builder/Developer shall be Net

c) the owner allocation in terms of this agreement according to the specifications and plan there?

20.OWNERS' OBLIGATION

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a) The owners shall give unencumbered land and premises simultaneously with the execution of this deed of agreement to the Builder/Developer.

b)The owners hereby covenant with the Builders/Developer not to cause any hindrance in the construction of the building at the said

ptoperty by the Builder/ Developer

Developer not to do any act or deed or things whereby the Builder/
Developer may be prevented from selling assigning and/or
deposing of any part or portion of the Builder/ Developer's
allocation in the building or for the said property save and except
the right of proportionate share in the land of the owner.

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d)The owners hereby agree and covenant with the Builder/Developer not to let out, grant, lease, mortgage and/or charge the allocated portion of the Builder/Developer in the super built up construction, but shall have all those rights of alianation of their allocated portion upon getting possession kender completion of the building, to any person/persons, company 2000 companies. The Builder/ Developer also shall have not right to let out, grant, lease, mortgage and/or charge the allocated super built up areas of the owner.

e)The owners hereby declare in clear and unequivocal terms that neither he nor his heirs and representatives after execution of this agreement shall encumber or otherwise transfer the land described in the Schedule 'A' and shall abide this stipulation set out in the agreement itself.

f)The Builder/ Developer will have the right to enter into agreement for sale of the flats and/or space of the proposed building

descepting the reserved flats mentioned in clause 7 herein above of powers along with the proportionate undivided share in land and

Builder/Developer shall also be entitled to take earnest and consideration money for proportionate share in land and construction cost as advance as well as consideration money from any intending purchaser or purchasers in respect of the flats of the proposed building allotted to the Builder/ Developer.

g)Upon execution of this Agreement, the Owners/ First Party shall execute a General Power of Attorney in favour of the Builder/ Developer or it's nominee or nominees authorising the Builder/ Developer or it's nominee or nominees as the case may be for taking all necessary steps in connection with the property described in the Schedule A written hereunder and to represent the owners before the B.L.&L.R.O. Kasba, Kolkata Municipal Corporation, and Kolkata Police, Fire Brigade and and Agricultural authorities including State or Central Government in connection with the construction of the proposed building and also to sign application, schemes, Maps, Drawings, Plans and other writings in his behalf and also to appear before any authorities and also to execute agreement for sale of flats as well as deed of conveyance in respect of portions allotted to the Builder/ Developer and to receive considerations thereof.

21 BUILDER/ DEVELOPER'S OBLIGATION

Office Builder/ Developer hereby agrees and covenants with the Cowner not to violate or contravene any of the provisions of rules applicable for construction of the building and shall positively complete the construction within 18 months from the date of plan on the said premises and shall positively deliver owner's allocation within a month thereafter.

a) To provide temporary one residential accommodation to the owner of the land till the flats allotted to the owner in the proposed

new building is delivered to him upon completion and the Developer will bear monthly rent totaly Rs 6500/-(Six Thousand Five Hundred) only of the said one temporary accommodation till the date of delivered the possession of the owner allocation.

- b) Original Deed and others documents in respect of the property will be handed over by the owner to the Developer and the developer will be bound to return the said original documents after complete the building.
- c) The Developer will be liable to pay Rs 1000 per month as damages charges after expiring the stipulated period i.e. 18+6 months from the date of sanction plan of the said premises upto 6 months.
- d) The Developer will arrange Electricity meter with the cost of owners in favour of Owner-Allocation.
- 22. OWNERS' INDEMNITY

The Owners hereby undertake that they will positively deliver the vacuum unencumbered possession of the said property to the builder. Developer from the same day as per Agreement mentioned herein above.

- 23. Builder/ Developer's Indemnity:
- a) The Builder/ Developer hereby undertake to keep the owner indemnified against all third party claims and notices arising out of any sort of act or commission or commission of the

Builder/ Developer in or in relation to the construction of the said new Building strictly in terms of the plan.

Partnership between the owner and the Builder/ Developer. The Builder/ Developer is given the absolute rights to develope the same property as aforesaid for commercial exploitation DEYOF Builder/Developer's allocation in lieu of owners' allocation by ARGANAS of this Agreement.

or assignment or conveyance in land by the owner of the said property or any part thereof to the Builder/ Developer or as creating any right, title and interest in respect of thereof in the Builder/ Developer other than a exclusive license to the Builder/ Developer to commercially exploit the same to his benefit in terms hereof provided However the purchasers/ transferees out of the developer allocation shall be entitled to borrow money from any Bank or Banks or any private financial institutions for the purpose of purchasing flats/ carparking space without creating any financial liability on the owner and for that purpose the Builder/Developer shall keep the owner indemnified against any action suits and proceedings and costs charges and expenses in respect thereof.

26. The original Agreement and certified copy of a duly attested copy of the original Deeds and documents of title in respect of the

said property shall be kept at the city office Builder/ Developer or at the office of their agents for the inspection of the intended purchaser or purchasers.

27. The Builder/ Developer hereby declare that they have entered into this Agreement upon relying on the owners' representation and bonafide about their title to the said paperty described in the Schedule A written hereunder.

28. The Builder/ Developer, without prejudice to the rights and contentions of the owner, in this agreement, shall be entitled to enter into in their said capacity with any other building contractor, architect and others for carrying out the said development at their risk and costs.

29. FORCE MAJEURE:

The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majure and this contract shall remain suspended during the performance of such force majure, if any.

a) The term force majeure shall mean floods, earth- quake, riots, war storm, tempest civil commotion, strikes, lock-outs and/or any other act or commission beyond the control of the Parties hereto.

30. ARBITRATION: Any dispute or differences on any matter relating to the terms and condition of this Agreement herein between the Parties hereto shall be referred to arbitration under the provisions of the Indian Arbitration Act, 1940 and/or any other statutory modifications made thereto.

SCHEDULE 'A' REFERRED TO ABOVE

ALL THAT. piece and parcel of homestead land measuring to (one) Cottahs 8 (Eight) Chittaks more or less together with structure comprised in E.P. No. 65, R.S. Dag No. 747(P), 748(P), of Mouza Bademasur, J.L. No. 31, Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No. 42/1,Rabindrapally Block 'D', being Postal Address D/35, Rabindrapally, P.O. Baghajatin, P.S. Patuli, Kolkata 700086 which is butted and bounded in the manner following:-

North, E.P. No 64 & Road

P.No 66

P. 63

É.P.No 272

.SCHEDULE.'B' REFERRED TO ABOVE

(PROPOSED BUILDING)

ALL THAT the piece and parcel of proposed three storied building to be constructed according to specification mentioned in schedule F as per plan in the land described in schedule A above

having all the common facilities as described in schedule E written hereunder.

SCHEDULE 'C' REFERRED TO ABOVE

(OWNER'S ALLOCATION IN THE 3 STORIED BUILDING)

All that piece parcel of proposed 50% of ground floor West side and 550 sq.ft super built up area more or less on First floor (East 7. K. DEY side) of the proposed three storied building with proportionate share of land including common areas with facilities

SCHEDULE 'D' REFERRED TO ABOVE

(DEVELOPER/S BUILDERS/ALLOCATION)

All that piece parcel of the remaining portion of the proposed three storied building except owners allocation with undivided proportionate of land including common areas with facilities.

SCHEDULE 'E' REFERRED TO ABOVE COMMON AREAS &FACILITIES

Stair case on all the floors of the building with roof

Common passage including main entrance leading to the respective allotted flats.

Water pump and water tank under ground reservoir, overhead tank and water supply line.

 Electric meter for pump installation and other common electrical service in the building and the meter room if any.

- 5. Drainage sewearage systems.
- 6. Boundary walls and main gate.

Such other common parts, equipment's installations, fixtures, fittings and spaces for occupancy of the respective portions in the building.

SCHEDULE 'F' REFERRED TO(SPECIFICATION OF

Foundation

Sand filling with isolated footing

R.C..C. Frame Structures;

Wall

: Internal wall and ceiling finished 00

with plaster of paris;

Stair

Marble and iron bar

Brick work

Normal.

Floor

:Partex /Marble

Toilet & Kitchen

Black stone slab and steal sink with tiles

and G.I. pipe for water line and tap

Door

flash door with wooden frame

Windows

: Aluminum frame /iron frme with glass and

grill

Electricians

Conceal wearing.

Sanitary and

Plumbing

Normal.

Basin/Pan/

eter Supply

Commode:

24 hours water supply municipal. water

Hindustan made.

through PVC pipe.

Roof Treatment: Normal

Outside of Building weather cote colour

Extra charge will be paid for extra work

Roof Wall Boundary 4 feet

Entrance

:One Gate and secured boundary wall

.Meter Flat Owners will get Electricity meter separately withown

cost from concern authority

IN WITNESS WHEREOF

the Owners Developers hereunto set and subscribed their respect and seals this the day month and year first above written

SIGNED SEALED AND DELIVERED to

In the presence of :-

WITNESSES:

1. Rima chaknabonty

D-18/1 Rabindra Pally Kol-86

Tapan Chandra Roy

SIGNATURE OF THE OWNERS

2. Rajan Roy D135, Rabindra Pally Kelkata - 700086

SIGNATURE OF THE BUILDER/DEVELOPER

Minal Majla

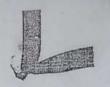
Drafted prentified by me

Pratha Pratim Das Advocate Advocate, High Court, Calcutta

Bar Association Room No. 13,

Signature Attested on Identification





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Paper Writings 'A'
&
The Relative Notarial
Certificate

Tapan Kumar Dey

Advocate

ALIPORE HOGES CRIMINAL COURT

T. K. DE NO. A R P NO. A R Y

Govt. of India Regd. no. 1537/2000

ADDRESSES

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