



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 063228

Certified that the document is subject to registration. The Signature Sheet and the Stamp Sheet Attached to the document are the part of the document.

Additional District Sub-Registrar
Coochibehar, Dum Dum, 24th Nov. (North)

20 NOV 2018

NM/AGREE/22354

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 20th day of NOVEMBER Two Thousand and Eighteen BETWEEN MR. BHASKAR PRASAD GUHA son of Late Birendra Prasad Guha, having Income Tax Permanent Account No. (PAN) "ADNPG3401H", by faith – Hindu, by Occupation – Business, residing at 4no; Aswini Dutta Road, Police Station – Dum Dum, Kolkata – 700 028, Indian Citizen, hereinafter called the **OWNER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **ONE PART**.

Silvir Ray

20/11
12/11
8-1745015
6 ghd +
20.444 + 300000
AT Chakraborty H

AND

D.S. CONSTRUCTION proprietorship firm, having its office at 17/C, Gorakshabasi Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, in the District of North-24-Parganas, represented by its Proprietor **MR. SIBIR ROY** son of Late Prabir Kumar Roy, having Income Tax Permanent Account No. (PAN) "**ACRPR4815M**", by faith – Hindu, by Occupation – Business, residing at 237, Gorakshabasi Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, Indian Citizen, hereinafter called the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the **OTHER PART**.

WHEREAS by a Deed of Conveyance dated 02.01.1953, registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Being No. 19 for the year 1953, Mst. Subrun Bibi, sold, transferred and conveyed to Anima Guha, ALL THAT piece or parcel of land measuring an area 07.44 Satak comprised in C.S. Dag No. 2155, and an area 10.75 Satak comprised in C.S. Dag No. 2156, and an area 15.63 Satak comprised in C.S. Dag No. 2157, being total area 33.82 Satak under C.S. Khatian No. 170, at Mouza – Satagachi, Police Station – Dum Dum, in the District of 24-Parganas, morefully and particularly described in the schedule thereunder written.

AND WHEREAS Smt. Anima Guha executed and registered a Deed of Trust on 11.07.1967, registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. I 87, Pages 132 to 137, Being No. 6080 for the year 1967, whereby she gave and bequeath the schedule land to her son Bhaskar Prasad Guha (minor) with some terms and conditions seth-forth therein.

Sibir Roy

AND WHEREAS by an Indenture dated 17.12.1975 registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 183, Pages 170 to 174, Being No. 1048 for the year 1975, Smt. Anima Guha with other trustees of the Deed of Trust dated 11.07.1967 transferred the scheduled land exclusively to Sri Bhaskar Prasad Guha.

AND WHEREAS in terms of the Deed of Trust Being No. 6080 for the year 1967 and an Indenture Being No. 1048 for the year 1975 Sri Bhaskar Prasad Guha became entitled to the land measuring an area 33.82 Satak comprised in C.S. Dag No. 2155, 2156, 2157, R.S. Dag No. 5748, 5749, 5750, L.R. Dag No. 5746, 5747, 5748, under C.S. Khatian No. 170, R.S. Khatian No. 175, L.R. Khatian No. 6556 (in the name of Anima Guha).

AND WHEREAS Sri Bhaskar Prasad Guha, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **06.94 Satak** comprised in C.S. Dag No. **2155**, R.S. Dag No. **5748**, L.R. Dag No. **5746** and an area **15.15 Satak** comprised in C.S. Dag No. **2157**, R.S. Dag No. **5750**, L.R. Dag No. **5748** and an area **11.32 Satak** comprised in R.S. Dag No. **5749**, L.R. Dag No. **5749** being total area **33.41 Satak equivalent to 20 Cottahs 02 Chittaks 29 Sq.ft**; under C.S. Khatian No. **170**, R.S. Khatian No. **175**, L.R. Khatian No. **6556** (in the name of Anima Guha), at Mouza – Satgachi, Holding No. 4 no; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas.

AND WHEREAS Sri Bhaskar Prasad Guha after obtaining the said property duly mutated his name in the records of B.L. & L.R.O. in respect of land measuring an area **06.94 Satak** comprised in L.R. Dag No. **5746** and an area **11.29 Satak** comprised in L.R. Dag No. **5747** and an area **15.15 Satak** comprised in L.R. Dag No. **5748** under L.R. Khatian No. **7330**, at Mouza – Satgachi, Holding No. 4 no;

Silvin Ray

Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas, be it noted that the nature of land in L.R. Dag No. 5746 and 5747 has converted in to BASTU Land from the Office of the Addl. District Magistrate and District Land & Land Reforms Office on 24.04.2017 vide memo no. **1105(B)/DL & L.R.O./2017** is well seized and possessed of or otherwise well and sufficiently entitled to the aforesaid land free from all encumbrances.

AND WHEREAS the owner has approached the developer to undertake the development of the aforesaid land, to which the developer has agreed on the following terms and conditions.

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

ARTICLE – I, DEFINITIONS

1. OWNER : shall mean the said Sri Bhaskar Prasad Guha and his heirs, legal representatives, executors, administrators and assigns.
2. DEVELOPER : shall mean **D.S. CONSTRUCTION** and its successor or successors and assigns.
3. PREMISES : shall mean Holding No. 4no; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, land measuring an area **06.94 Satak** comprised in C.S. Dag No. **2155**, R.S. Dag No. **5748**, L.R. Dag No. **5746** and an area **15.15 Satak** comprised in C.S. Dag No. **2157**, R.S. Dag No. **5750**, L.R. Dag No. **5748** and an area **11.29 Satak** comprised in R.S. Dag No. **5749**, L.R. Dag No. **5749** being total area **33.38 Satak equivalent to 20 Cottahs 02 Chittaks**; under

Silvi Ray

C.S. Khatian No. 170, R.S. Khatian No. 175, L.R. Khatian No. 7330, at Mouza – Satgachi, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas more fully and particularly described in the schedule hereunder written.

4. BUILDING : shall mean the G+5 storied building to be constructed at the said premises in accordance with plan to be sanctioned by the appropriate authorities.

5. COMMON FACILITIES AND AMENITIES : shall mean lift, corridors, stairways, passage ways, provided by the developer, pump room, tube well, overhead tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenance and/or management of the building.

6. SALEABLE : space shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required.

7. OWNERS' ALLOCATION : shall mean 50% of the total constructed area as per sanction plan of South Dum Dum Municipality as per Site Plan No. 196 dated 01.09.2017 and Sanction Plan No. 985 dated 12.06.2018 with undivided proportionate right, title, interest, in the land, lift in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.

The Flat will be allocated in the manner as follows :-

(a) 50% area of Flats (to be Horizontally demarcated East to West direction) on the GROUND Floor.

(b) Flats on the ENTIRE FIRST Floor.

Silvin Ray

- (c) Flats on the ENTIRE FOURTH Floor.
- (d) 50% area of Flat (N.N. Road facing) on the FIFTH Floor.

The Developer will pay a sum of **Rs. 35,00,000/-** (Rupees Thirty Five Lacs only) as Security Deposit to the Owner in the following manners : -

- (i) **Rs. 2,00,000/-** (Rupees Two Lac only) at the time of execution of this agreement.
- (ii) Balance will be paid within 03(Three) months from the date hereof.

The owner will refund the said amount to the developer at the time of obtaining possession of his allocation, without any interest.

8. DEVELOPER'S ALLOCATION : shall mean the rest of the constructed area in the said premises together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building after providing for owner's allocation.

9. ARCHITECT : shall mean the person or persons who may be appointed by the developer for designing and planning of the said building with the approval of the Owner.

10. BUILDING PLAN : shall mean the sanctioned Plan No. 985 dated 12.06.2018 by the appropriate authorities with such alteration or modifications as may be made by the developer with the approval of the Owner from time to time.

11. TRANSFEREE : shall mean the person, firm, limited company association or persons to whom any space in the building has been transferred.

Silviya Ray

12. WORDS IMPARTING : singular shall include plural vice-versa.

13. WORDS IMPARTING : masculine gender shall include feminine and neuter genders, likewise words imparting feminine genders shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE – II, COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from 20th day of NOVEMBER 2018.

ARTICLE – III, OWNER'S REPRESENTATIONS

1. The Owner are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances attachment and liens whatsoever.
2. The said premises is not vested under the Urban land (ceiling and regulation) Act, 1976.

ARTICLE – IV, DEVELOPER'S RIGHT

1. The Owner hereby grants subject to what has been hereinafter provided the exclusive right to the developer to build, construct, erect and complete the said building comprising the various sizes of flats in order to sell the said flats to the member of the public for their residential purpose by entering into agreements for sell and/or transfer and/or construction in respect of the Developer's allocation in

Silvi R. Ray

accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the Owner.

2. The developer shall be entitled to prepare modify or alter the plan with approval of the Owner and to submit the same to the appropriate authorities in the name of the Owner at its own costs and developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities if required for construction of the building at the said premises provided however that developer shall be exclusively entitled to all refunds of any or all payments and/or deposits paid by the developer.

3. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the developer other than an exclusive license to the developer to sell the flats of the said premises in terms thereof and to deal with the developer's allocation in building to be constructed thereon in the manner and subject to the terms hereafter stated.

ARTICLE - V, APPARENT CONSIDERATION

1. In consideration of the Owner having agreed to permit the developer to sell the flats of the said premises and construct, erect and complete the building at the said premises the developer agrees: -

a) At their own costs shall obtain all necessary permissions and/or approvals and/or consents.

b) In respect of the construction of the building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.

Silvia Ray

c) To bear all costs charges and expenses for construction of the building at the said premises.

d) Allocate the Owner of their allocation in the building to be constructed at the said premises within 30(thirty) months from the date of this Agreement, which is the essence of contract.

The aforesaid shall constitute the apparent consideration for grant of exclusive right for development for the said premises.

ARTICLE – VI. OWNER'S ALOCATION

1. OWNER'S ALLOCATION: shall mean 50% of the total constructed area as per sanction plan of South Dum Dum Municipality as per Site Plan No. 196 dated 01.09.2017 and Sanction Plan No. 985 dated 12.06.2018 with undivided proportionate right, title, interest, in the land, lift in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.

The Flat will be allocated in the manner as follows :-

- (e) 50% area of Flats (to be Horizontally demarcated East to West direction) on the GROUND Floor.
- (f) Flats on the ENTIRE FIRST Floor.
- (g) Flats on the ENTIRE FOURTH Floor.
- (h) 50% area of Flat (N.N. Road facing) on the FIFTH Floor.

The Developer will pay a sum of **Rs. 35,00,000/-** (Rupees Thirty Five Lacs only) as Security Deposit to the Owner in the following manners :-

Silvin Ray