

00840/20

5774/2020

Release
Date
P.S



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 937034

certified that the document is admitted
to registration, the signature sheets and
the endorsement sheets attached with
this document are part of this document

District : Alipore, South 24-Pgs.

19 FEB 2020

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the
19th day of January Two Thousand Twenty (2020) **BETWEEN**

59 16/1/2020
Alok Sarker
Alipore Police Constable No-27
Jogendra Kumar Das

TAPOD BIL BAH
District Sub-Registrar
Alipore, South 24-Parganas



District Sub-Registrar IV
Alipore, South 24-Pas.

19 FEB 2020

Alok Sarker
Alipore Police
Constable No-27

(1) SRI SAMARJIT BHOWMICK, (PAN- ADAPB9436C) son of Late Nani Gopal Bhowmik, by faith Hindu, Indian, by occupation-Business, residing at 1/42, Vivek Nagar, P.O.Santoshpur, P.S. Survey Park, Kolkata -700075 (3) SRI DULAL CHOWDHURY, (PAN- ACRPC7176N), son of Late Hiralal Chowdhury, by faith Hindu, Indian, by occupation-Business, residing at 91/A, Purbachal Road, P.O. Haltu, P.S. Garfa, Kolkata-700 078, hereinafter referred to as the 'OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART:

AND

R.S. CONSTRUCTION, a Partnership firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, represented by its Partners namely (1) MISS KRITI SAFUI, (PAN-ERYPS3339M & Aadhar No.4153 9728 9840), daughter of Late Rana Safui, by faith-Hindu, Nationality-Indian,by occupation-Business and (2) MISS REETI SAFUI (PAN-JKLPS3714P & Aadhar No.24662972 3566), daughter of Late Rana Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, hereinafter referred to as the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in Office, executors, administrators, legal representatives and assigns) of the SECOND PART:

WHEREAS by a Deed of Sale, dated 06.03.1997, registered at D.S.R.-III, Alipore and recorded in Book No.I, Volume No.65, page from 383 to 396, Deed No.2588 for the year 1997, the Owners herein purchased ALL THAT land measuring 12 Cottah 8 Chittak be the same a little more or

less, situated at Mouza-Kasba, J.L.No.13, Pargana-Kalikata, R.S. No.233, Touzi No.145, comprised in Dag No.4130 & 4131, appertaining to C.S. Khatian No.1171 corresponding to R.S. Khatian No.1613, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, from the then lawful owners Sri Pramila Sarkar, wife of Late Jatindra Nath Sarkar, 2) Sri Manas Sarkar, 3) Sri Tapas Sarkar, both sons of late Jatindra Nath Sarkar, 4) Smt. Nipa Biswas, wife of Sri Ananda Kr. Biswas, 5) Smt. Chitra Pal, wife of Sri Subrata Pal, 6) Sri Manindra Nath Sarkar, son of late Ram Chandra Sarkar.

AND WHEREAS being the owners of the said land, the owners herein mutated their names in the office of the Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as Municipal Premises No.91/A, Purbachal Road, Assessee No.31-106-17-1743-6, having its postal address-15/1A, Jheel Road, Bank Plot, Kolkata-700 075 and also recorded their names in the District Settlement office (B.L. & L.R.O) in respect of the said land as well as converted the said land into homestead land, vide Case No.43/15,R.S.L No.49/15, & 42/15,R.S.L No.50/15.

AND WHEREAS thus the owners herein jointly became the owners of total land measuring 12 Cottah 8 Chittak 0 sq.ft. be the same a more or less, together with 400 sq.ft. Asbestos shed structure standing thereon, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the owners herein entered into an agreement for development, dated 14.03.2018 registered with Office of the District Sub

Registrar-III, Alipore, recorded in Book No.I, Volume No.1603-2018, page 31679 to 31706, Being No.160301070 for the year 2018 with the Developer, **M/S. R.S. CONSTRUCTION**, a Proprietorship firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700078, represented by its Proprietor **SRI RANA SAFUI**, son of Sri Bibhupada Safui, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata–700075, since deceased, for construction of a G+IV storied building, on the land measuring 12 Cottah 8 Chittak 0 sq.ft. be the same a little more or less, together with 200 sq.ft. Asbestos shed structure standing thereon, situated at Mouza-Kasba, J.L.No.13, Pargana-Kalikata, R.S. No.233, Touzi No.145, comprised in Dag No.4130 & 4131, appertaining to C.S. Khatian No.1171 corresponding to R.S. Khatian No.1613, being Municipal Premises No.91/A, Purbachal Road, Assessee No.31-106-17-1743-6, having its postal address-15/1A, Jheel Road, Bank Plot, Kolkata-700075, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry /A.D.S.R. at Sealdah, in the District of south 24-Parganas, under certain terms and conditions therein.

AND WHEREAS during the existence of the said Development Agreement, the said sole Proprietor **RANA SAFUI** died intestate on 18.09.2019 leaving behind his wife Smt. Kanika Safui, two daughters Miss Kriti Safui and Miss Reeti Safui and mother Smt. Sabita Safui as his only legal heirs and successor.

AND WHEREAS after the death of said Rana Safui, the said Smt. Kanika Safui, Smt. Sabita Safui are not willing to be the Partner of the said Firm M/s. R.S. Construction and they nominated said Miss Kriti Safui and Miss Reeti Safui as the Partners of the said firm, as the substitute of deceased Proprietor Rana Safui.

AND WHEREAS thereafter owners herein have agreed to put their signature to continue the same the terms and conditions as contained in the said Agreement for Development, dated:14.08.2018 with the present Developer without any modification & variation herein.

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

That in this agreement unless anything appears to be repugnant to the subject or context:-

ARTICLE – I: DEFINITION

- 1.1 **OWNERS**: shall mean and include the party of the First Part and their respective heirs and successors.
- 1.2 **DEVELOPER**: shall mean and include the Party of the Second Part and his heirs, executors, administrators, legal representatives and assigns.
- 1.3 **SAID PROPERTY**: shall mean and include the land measuring 12 Cottah 8 Chittak 0 sq.ft. be the same a little more or less, situated at Mouza-Kasba, J.L.No.13, Pargana-Kalikata, R.S. No.233, Touzi No.145, comprised in Dag No.4130 & 4131, appertaining to C.S. Khatian No.1171 corresponding to R.S. Khatian No.1613, being Municipal Premises No.91/A, Purbachal Road, Assessee No.31-106-17-1743-6, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, fully described in the First Schedule hereunder written .

- 1.4 NEW BUILDING: shall mean and include such G+IV storied building shall be approved by the parties hereto in respect of the said property to be constructed on the said land.
- 1.5 COMMON FACILITIES: shall mean and include corridors, staircase, ways, landing, roof common passage, boundary wall, water reservoir, water tank, Lift, pump motor, electrical and sanitary installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.
- 1.6 OWNERS' ALLOCATION: shall mean and include 50% of the proposed G+IV storied building, comprised in entire First floor & Third floor and 50% of Back side and 50% of front side of the car parking spaces of the proposed G+IV storied building together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building out of which owner no.1 Sri Samarjit Bhowmick shall be allotted entire First floor and 25% of shop and car parking space and Owner no.2 Sri Dulal Chowdhury shall be allotted entire Third floor and 25% of shop and car parking space and a sum of Rs.90,00,000/- (Rupees Ninety Lakh) only as and by way of non-refundable money, to be paid by the Developer to the Owners in the following manner:-
- i) Paid at the time of execution & Registration & Development agreement along with Developer Power of Attorney dated:14.08.2018 Rs. 20,00,000/-
 - ii) By 30th AprilRs. 5,00,000/-
 - iii) After Clearance of Urban Land Ceiling Autho.Rs.20,00,000/-
 - iv) After Sanction building Plan..... Rs. 25,00,000/-
 - v) After Starting of work..... Rs.20,00,000/-

- 1.7 DEVELOPER'S ALLOCATION: the save and except the said Owners' Allocation, the remaining 50% of the constructed area of the proposed G+IV storied building i.e. entire Second Floor and Entire Fourth floor and 50% of Shop and 50% car parking spaces of the proposed G+IV storied building together with the said land with right to use and enjoy the common areas and facilities to be provided in the proposed building will be allotted to the Developer herein.
- 1.8 BUILDING PLAN: shall mean and include the plan approved by the parties hereto for construction of the said new building and/or modified plan as may hereafter be approved by the parties hereto.
- 1.9 Any commercial space sanctioned in ground floor will be shared equally by the Owner & Developer.

ARTICLE- II; DATE OF COIMMENCEMENT

2.1 This agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developer's allocation is sold or transferred to the intending purchasers.

2.2 That the Developer shall be responsible to obtain the sanction building plan within 6 months, after getting Urban Land Ceiling clearance from the competent authority.

ARTICLE -III: OWNERS' REPRESENTATION

3.1. The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled in respect of the landed property, more particularly described in the First Schedule hereunder written free from all encumbrances and have not entered into any agreement or contract

with any person or persons in respect of the said property and have not received any advance or part payment thereof.

3.2. The said land is not affected by any Scheme of acquisition or requisitioned of the State/Central Govt. or any local body/authority and the same has a clear and good marketable title therein.

ARTICLE-IV: DEVELOPER'S REPRESENTATION

4.1 The Developer have sufficient knowledge and experience in the matter of development/construction of immovable properties and construction of new building and also arrangement of sufficient funds for carry out the work of development of the said property and/or construction of the said new building.

ARTICLE -V: DEVELOPMENT WORK

5.1 The Owners hereby appoint the Party of the Second Part as the Developer and/or contractor, which the Developer hereby agreed and accept.

5.2 The Developer shall carry on or cause to be carried out the work of development in respect of the said property by constructing the building, having several self contained flats on the Ownership basis and will sell the flats and spaces together with undivided proportionate share or interest in the land of the new building in favour of the prospective purchaser or purchasers except the Owners' allocation.

ARTICLE -VI: DEVELOPER'S COVENANTS

6.1 The Developer shall at his own expenses shall complete and/or cause to be completed the construction of the said new building and deliver the

said Owners' allocation as stated hereinbefore within the **30 (Thirty)** months from the date of sanction of the building plan.

6.2 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the Owners or on account of the Developer himself or on account and/or on behalf of the intending purchaser or purchasers of the flats and spaces in the new building.

6.3 The Developer at his own costs and expenses apply for and obtain all necessary sanction and/or permission or No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.

6.4 The Developer shall at his own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and cost of the common meter will be born by the purchaser & land owner proportionately, the said meter will be the common meter for all the occupiers of the proposed building, the individual meter to be installed at the cost of the Owners and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

6.5 The Developer shall pay the sum of Rs.12,000/- (Rupees Twelve Thousand) only as and by way of shifting charge per month to each Owner during the period of construction of the proposed building, till the handover the owners' allocation to the owners.

ARTICLE-VII: OWNERS' COVENANTS

7.1 The Owners shall grant and issue a General Power of Attorney, in favour of the Developer, authorising and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the works of development of the said property and/or construction of the said proposed new building and/or to sell the Developer's allocation as per terms of this agreement.

7.2 The Owners shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity, sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan sanctioned by the Kolkata Municipal Corporation, and for all of these acts, deeds and things the Owners shall grant power of Attorney in favour of the Developer.

7.3 The Owners shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the Owners shall have no right to claim anything except the Owners' allocation in the said building.

7.4 The Owners have agree to supply the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation as and when the matter required for the same and after fulfilment the Developer shall the responsible to return the said original documents to owners is in respectively first schedule property.

7.5 All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owners' allocation with the proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

ARTICLE-VIII: CONSTRUCTION

8.1 The construction of the said new building shall be made by the Developer as per the plan sanction by the Kolkata Municipal Corporation.

8.2 The Developer shall be entitled to obtain necessary modification or rectification plan for the purpose of completion of the construction of the building if necessary to be sanctioned by the Kolkata Municipal Corporation.

8.3 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at his own discretion think fit and proper.

8.4 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owners shall not in any manner would be made responsible or liable.

ARTICLE-IX: JOINT DECLARATION

11.1 During the continuance of this agreement, the Owners herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of their right, title and interest in the said property in any

manner whatsoever and not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property.

11.2 The Owners shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except their allocation prior to notice to be served by the Developer.

11.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within **30 (Thirty)** months from the date of sanction of the building plan.

11.4 If the Developer fails to complete construction and/or complete the said building during the said period, then in that case the Owners shall extent 6(six) months as grace period for completion of construction

11.5 The Owners till date have not taken any advance booking in respect of the said land and premises from any person or persons and the Owners have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title .

11.6 The Owners will be bound to make registration of sale deed in respect of all flats and spaces of Developer's allocation at the cost of the Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owners shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

BE it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to

receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the Property under schedule. The Development agreement and the related Development Power of Attorney shall never be treated as the agreement/ final document for transfer of property between the owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this **clause**.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of the ^{Bestu} land measuring 12 Cottah 8 Chittak 0 sq.ft. be the same a little more or less, together with 200 sq.ft. Asbestos shed ^{ceement & p/ce - Residential use} structure standing thereon, situated at Mouza-Kasba, J.L.No.13, Pargana-Kalikata, R.S. No.233, Touzi No.145, comprised in Dag No.4130 & 4131, appertaining to C.S. Khatian No.1171 corresponding to R.S. Khatian No.1613, being Municipal Premises No.91/A, Purbachal Road, Assessee No.31-106-17-1743-6, having its postal address-15/1A, Jheel Road, Bank Plot, Kolkata-700075, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/ A.D.S.R. at Sealdah, in the District of south 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : Land of others,

On the South : K.M.C. Road, (Purbachal Road)

On the East : Land of others,

On the West: Common Passage.

Kaiti Sofu

Kaiti Sofu

SECOND SCHEDULE ABOVE REFERRED TO

(Owners' Allocation)

ALL THAT 50% of the proposed G+IV storied building, comprised in entire First & Third floor and 50% of Back side and 50% of front side of the car parking spaces of the proposed G+IV storied building together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building, out of which owner no.1 Sri Samarjit Bhowmick shall be allotted entire First floor and 25% of shop and car parking space and Owner no.2 Sri Dulal Chowdhury shall be allotted entire Third floor and 25% of shop and car parking space and a sum of Rs.90,00,000/- (Rupees Ninety Lakh)only as and by way of non-refundable money, to be paid by the Developer to the Owners in the following manner:-

- | | | |
|------|---|------------------|
| i) | Paid at the time of execution & Registration & Development agreement along with Devloper Power of Attorney dated:14.08.2018 | Rs. 20,00,000/ ← |
| ii) | By 30 th April | Rs. 5,00,000/- ← |
| iii) | After Clearance of Urban Land Ceiling Autho..... | Rs.20,00,000/- ← |
| iv) | After Sanction building Plan..... | Rs. 25,00,000/- |
| v) | After Starting of work..... | Rs.20,00,000/- |

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT the save and except the said Owners' Allocation, the remaining 50% of the constructed area of the proposed G+IV storied

building i.e. entire Second Floor and Entire Fourth floor and 50% of Shop and 50% car parking spaces of the proposed G+IV storied building together with the said land with right to use and enjoy the common areas and facilities to be provided in the proposed building will be allotted to the Developer herein.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

STRUCTURE: R.C.C structure with beams columns and slab.

WALLS: Internal wall of 3" thickness External of 8" thickness of no.1 new bricks with plaster.

FLOORING: flooring will be made with good quality Marble slab.

DOORS : All door frames will be made of sal wood 4" x 2 ½ " inner surface of the frame should be pointed. Entrance main door will be made of 32mm thick wood with door stopper. Other doors will be of flush door, 32/35 mm in thickness. Toilet and W.C. door will be of PVC sheet.

WINDOWS: Sliding Aluminium channel window with 3.5 mm glass colour with steel grills and necessary fittings and the balcony will be covered by still grill up to 2'-6" from floor level and one Collapsible gate of three flats.

ELECTRICAL: Bed room – 4 point, 5 Amp one point, kitchen- 2 point, 5 Amp one point, 15 Amp one point. Toilet–2 point, one Exhaust fan point, Balcony – one point. Drawing/dining–4 point, 5 Amp 2 point and 15 Amp one point, and a calling bell point outside the flat.

SANITARY & PLUMBING: Kitchen –Black stone slab top cooking platform with sink having with bib cock (1 no.), including one gas cylinder space. Glazed tiles up to 3' height from cooking plat form in kitchen, in Kitchen- water point 2 nos. In Toilet 6'ft. height glaze tiles on the wall and Complete set of Pan/Commode 1 no. Wash basin (white) with fitting of 1 no. with C.P. pillar cock (wash basin may be fixed outside the toilet).

WATER SUPPLY: Overhead R.C.C. reservoir and undergrounds reservoir with Municipality water line to be provided. Electrical pump and motor to be installed by developer at ground floor level within a suitable place for lifting water to overhead reservoir.

PAINTING: External finish–All external walls covered with snowcem of good brand.

N.B. All extra work of fittings can be provided subject to approval of the engineer with extra cost.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVERED

In presence of:-

1. *Gallongee Dev.*
34, Hospital Road Kol-78
2. *Piuli Seth*
Udyanpur
Baruipin

- (1) *Sarvagjit Bhommik*
- (2) *Dulal Chowdhury,*

OWNERS

Keeti Sefui

Reeti Sefui

R. S. CONSTRUCTION

R. S. CONSTRUCTION

Partner

DEVELOPER

Drafted by:-

Keeti Sefui
Advocate, *FL6999*
Alipore Police Court,
Kolkata - 700 027

RECEIVED from the within named Developer the within mentioned sum of Rs.20,00,000/- (Rupees Twenty Lakh) only, being the part payment out of the total forfeiture money, paid by the Developer as per memo below :-

MEMO

<u>Cheque No.</u>	<u>Date</u>	<u>Bank/Branch</u>	<u>Amount</u>
638354	14.03.2018	SBI, Garfa	9,00,000/-
638355	14.03.2018	SBI, Garfa	9,00,000/-
TDA	14.03.2018	SBI, Garfa	2,00,000/-
			<u>Rs.20,00,000/-</u>

WITNESSES:-

1. Gauranga Das.

2. Pritu Saha
Kalyanpur
Baruipur












(1) Samrajit Bhawanik

(2) Dulal Choudhury

OWNERS

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					


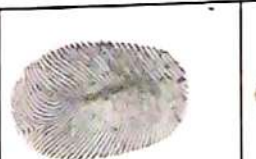


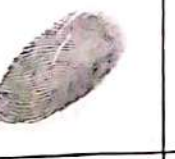






Name.....SAMARJIT BHOWMICK
 Signature.....Samarjit Bhowmick

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....DULAL CHOWDHURY
 Signature.....Dulal Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....KRITI SAFUI
 Signature.....Kriti Safui

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....REETI SAFUI
 Signature.....Reeti Safui



District Sub-Registrar-IV
Alipore South 24-Pgs.

19 FEB 2020