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29.04.19  
G-0/607342

DEVELOPMENT AGREEMENT

Additional District Sub-Registrar,  
Garia South 24 Parganas

THIS MEMORANDUM OF AGREEMENT made this the ...29<sup>th</sup> day **29** APR 2019  
of .....April....., 2019 (Two Thousand and Nineteen) **B E T W E E N**

(8)

26698

27 JAN 2019

No. .... No. **102/-** Date .....

Name: .....

*Sumit Dutta Choudhury*

Address: .....

Advocate  
Alipur Police Court  
Kolkata-27

Vendor: .....

Alipur Collectorate, 24 Pgs. (S)  
**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kol-27

*[Handwritten signature]*



Additional District Sub-Registrar,  
Garia South 24 Ramanao

*Priyanka Halder*  
*D/o - Tapan Halder*  
*Alipore Police Court*  
*Kol-27*

9 APR 2019

**SRI RANJIT SENGUPTA**(PAN No. ANGPS0291J) son of Late Rajendra Nath Sengupta, by faith Hindu, by Nationality Indian, by occupation Service, residing at Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata 700153, hereinafter called and referred to as the **OWNER/FIRST PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**:

**A N D**

**“RAJ CONSTRUCTION”** (PAN No. AARFR 0147A) a Partnership Firm having its office at 3127 Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, represented by its Partners, No. (1) **SRI RAJESH BOSE**(PAN No. ASFPB7591N) son of Dulal Bose, by faith - Hindu, by occupation - Business, residing at 3127 Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, No. (2) **SRI SANJAY BOSE**(PAN No. APJPB1693Q) son of Dulal Bose, by faith - Hindu, by occupation - Business, residing at Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, (3) **SRI GOUTAM SARKAR**(PAN No. CPOPS0635C) son of Late Haripada Sarkar, by faith Hindu, by occupation Business, residing at 352 South Laskarpur, P.O. Laskarpur, P.S. Sonarpur, Kolkata 700153, District :- South 24 Parganas, hereinafter called and referred to as the **“ DEVELOPER ”** ( which terms or expression shall unless excluded by and/or repugnant to the subject



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or context be deemed to mean and include all its heirs, executors, administrators legal representatives and assigns ) of the **OTHER PART**.

**WHEREAS** one Usha Rani Sengupta wife of Rajendra Nath Sengupta was the sole and absolute owner of a land measuring about 4 Cotha 00 Chittak 00 Sqft. lying and situated at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, by virtue of Deed of Gift dated 15.05.1992, executed by the Governor of the State of West Bengal, which was duly registered in the office of the A.D.S.R. Alipore, Dist. 24 Pgs(S), recorded in Book No. I, Volume No. 10, Pages 285-288, Being Deed No. 747 for the year 1992.

**AND WHEREAS** the said Usha Rani Sengupta wife of Rajendra Nath Sengupta died leaving behind her one son namely SRI RANAJIT SENGUPTA & one daughter namely SMT. NAMITA DASGUPTA and they are the joint owners according to Hindu Succession Act., they are the only owners of the said premises and which was acquired by them by inheritance.

**AND WHEREAS** the said Smt. Namita Dasgupta transferred her 50% share of the said property to Ranjit Sengupta by way of a Deed of Gift on 5.12.2011, which was duly registered in the office of the A.D.S.R. Sonarpur, Dist. 24 Pgs(S), recorded in Book No. I, Volume No. 30, Pages 5040-5062, Being Deed No. 12935 for the year 2011.



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**AND WHEREAS** the said Ranjit Sengupta resides and occupy the said landed area 4 Cotha 00 Chittak 00 Sqft. more or less without any disturbance from any corner, and mutated his name before the Rajpore Sonarpur Municipality, and paying Tax in regular basis till date.

The Owner is desired of development of her aforesaid land property but due to lack of fund she is not in a position to develop the same and accordingly she have approached the Builder/Developer herein for development of the said property/premises by way of making construction of a new building at the said premises and in the matter of such development the Owner has represented to the Builder as follows :

- i) The Owner is the absolute Owner of the said property more fully mentioned in the First Schedule hereunder written.
- ii) The said property is free from all encumbrances and the same is in khas, absolute and peaceful possession of the Owner and no person or persons other than the Owner has any right of occupancy or otherwise in the premises.
- iii) There is no suit, litigation or legal proceeding pending in respect of the said premises or any part thereof.
- iv) No person other than the Owner has any right, title and/or interest of any nature whatsoever in the premises or any part thereof.
- v) The premises or any part thereof is not affected by any requisition or acquisition or any alignment of any authority or authorities and the same is not affected under any proceedings of Urban Land (Ceiling and Regulations) Act, 1976.





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- vi) The Owner have not in anyway dealt with the said premises whereby the right, title and interest of the Owner as to the Ownership is and/or maybe liable to be affected in any manner whatsoever.

Relying on the aforesaid representations of the Owner and believing the same to be true and correct the Developer/Builder has agreed to undertake the development work of the said property/premises on the terms conditions hereinafter appearing.,

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNER AND THE BUILDER** as follows :

1. That the First Party/Owner have requested the Developer to cause necessary development by making construction of the building comprising of several flats & Car parking or as per sanctioned building plan, be approved by Rajpore Sonarpur Municipality into and over the said property morefully mentioned in the FIRST SCHEDULE hereunder written and the Developer has agreed to construct the proposed building in accordance with the Sanctioned Building Plan to be obtained by the Developer from the local Municipality or any other authorities concerned.
2. The Developer has offered the land owner that in the newly be constructed building the Owner shall get entire First floor measuring about 1552 Sqft. build up area more or less, and One flat on the Third floor measuring about 518 Sqft. build up area more or less, Back side(North side), Two Shop rooms on the Ground floor each measuring about 70 Sqft. build up area more or less, One Car parking space on the Ground floor measuring about 135 Sqft., of the new proposed building together with proportionate



Additional District Sub-Registrar,  
Jajpur, Odisha

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undivided proportionate share of the land underneath the building as per building sanction plan, (hereinafter referred to as the Owner's allocation) fully described in the Second Schedule hereunder written.

3. In addition to the Owner' allocation in the new building as aforesaid the Builder shall also pay a sum of Rs. 5000/-(Five Thousand) only refundable money to the Owner which amount will be paid by the Developer to the Owner.

4. Besides the Owner' allocation as aforesaid the Builder shall be entitled to retain the remaining constructed areas comprising of flats (hereinafter referred to as the Developer/Builders' allocation) in the new building fully described in the Third Schedule hereunder .

5. That within 30 days after getting information of the sanction plan, these present Owner shall make over and deliver the peaceful possession of the said premises in favour of the Builder.

6. That the Second Party/Developer shall erect and construct the building as per the said sanctioned plan(s) duly accorded by the local Municipality or otherwise as may be permissible under the concerned rules comprising of several self contained flats, apartments, garage at its own costs and expenses of the Developer and the First Party shall however sign all papers, documents, declarations as may be required for completion of the said building and shall also co-operate with the Developer to enable it's to complete the building at the earliest.



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7. Subject to Force Meajure and circumstances beyond control the Builder shall complete the construction of the new building in the said premises in habitable conditions within the period of 30 (Thirty) months from the date of sanction of the building plan by the concerned authority, and extended period may allow for another Six months, after that the Developer will be pay @Rs. 500/- per day to the present owner as a penalty charges, this payment shall be continued upto Owner's allocation shall be delivered in complete condition.

8. From the date of delivery of vacant possession of the said premises in favour of the Builder, the Builder shall hold the possession of the premises till completion of the Project and delivery of possession of the Owner' allocation and Builders' allocation (in favour of intending Purchasers out of Builders' allocation.)

9. Till such time the Owner deliver possession of the said premises in favour of the Builder, the Owner shall pay and/or clear all due rates and taxes to the concerned authority in regard to the said premises and from the date of receiving such possession the Builder shall pay and/or clear all rates and taxes of the premises until such time the respective possession of Owner' allocation and Builder's allocations are delivered and after delivery of such possession the Owner shall remain liable to pay rates and taxes for owner's allocations and the Purchasers of Builder's allocation shall also be responsible and liable for their portion.

10. The Builder shall construct and complete the new building in the premises in accordance with the Sanctioned Building Plan duly accorded by the concerned authority.



Additional District Sub-Registrar,  
Genoa South 26 Pargana

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11. During the period of construction and till such time, the Owner shall cooperate with the Developer from any corner regarding project.

12. The Owner shall from time to time answer and comply with all requisitions made by their Advocate appointed by the Builder for the Project for establishing valid title of the Owner in the premises.

13. After getting possession of the said premises the Builder shall carry out all jobs for the project and shall be entitled to utilize the existing water supply and electricity in the premises and the Builder shall pay all such charges for the same and also take full responsibility to protect the same from all risks & damages.

14. All costs, charges, expenses etc. for construction of the new building in the said premises shall be borne by the Builder and the Owner shall have no financial obligations thereof.

15. The Owner shall be exclusively entitled to deal with the Owner's allocated area in the new building and the Builder shall be exclusively entitled to the Builder's allocated area therein and the Builder shall be at liberty to sale/transfer the allocated portion in favour of any person or persons( not having any criminal record and/or activities) at any consideration which may be considered fit by the builder and the Owner shall not be entitled to interfere in such sale in any manner.





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16. Only after completion of construction and delivery of possession of Owner's allocation in the new building, the Owner shall convey and transfer to the Builder and/or its nominee or nominees i.e. prospective purchasers therein the undivided proportionate share in the land appurtenant to the flats, car parking space etc. out of Builder's allocation.

17. During the period of construction the Builder shall take all responsibilities of Labors' fees, charges, costs of materials, liabilities for accident, action taken by the Municipality etc. And the Builder shall keep the Owner saved, harmless and indemnified in respect of any loss or damage that may arise in construction of the new building and the Owner shall not be responsible in any manner whatsoever and similarly the Owner shall keep the Builder saved, harmless and indemnified in respect of any claim over and in respect of the Ownership of the said premises.

18. In order to proceed with the construction and as well as to enable the Builder to receive any advance/earnest /consideration money from the intending purchasers of flats, car parking space in the new building out of Builder's allocation, the Owner shall grant a Power of Attorney in favour of the Builder and if required the Owner shall attend any Registration Office within the territory of India for registration of the said General Power of Attorney and the Builder shall bear all costs/expenses of registration of such Power of Attorney, but the land owners shall be free from all liability, loss, harassment and also be sufficiently indemnified.

19. Upon completion of construction of the new building, the Builder shall inform the Owner to take delivery of possession of the Owner's allocated area in the new



Additional District Sub-Registrar,  
Mysore District, Mysore.

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building in good and habitable conditions and the Owner within 30 days from the date of such intimation shall take possession of their allocations therein.

20. During the period of construction the Owner shall not cause any interference in construction work to be carried out by the Builder. However the Owner shall be entitled to inspect the site till the construction of the new building is fully complete.

21. The Developer shall be under the strict obligation to complete the construction of the new building within 30 months from the date of sanction of the building plan and for unavoidable circumstances 6 months time will be extended.

22. The Builder shall arrange water supply, Electricity connection for the entirety of the new building including the Owner' area and the Owner shall reimburse the Builder proportionately, the total amount of deposits and expenses as to be required to obtain electricity from Electricity Board in their allocated area.

23. After completion of construction the Owner and the Builder shall form an Association of Owner in the New Building for the purpose of maintenance, safety, security of the Building and common portions thereof and in such association the Owner and the prospective Purchasers shall also join and shall observe the rules and regulations thereof.

24. The Owner herein has appointed the Second party as the exclusive Builder for construction of new building at the said premises and during continuance of this Agreement shall not be entitled to engage any other person/firm for the purpose of



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construction without obtaining written consent from the Builder and the Developer herein named will also not be permitted of handover or assign the project to any person or firm.

25. The Builder shall complete the constructions of the new building in accordance with the specifications given in the specification hereunder written, AND land owner's allocation shall be delivered First or before other allocation.

26. It is declared by the Owner that in the event any additional work or jobs are done in the Owner' allocated portion, the Owner shall bear all costs of such additional jobs.

27. The Developer will have the right and authority to execute and register the Deed of Conveyance(s) or any other documents unto through the Developer's Advocate and in favour of the intending/prospective purchaser(s) on the basis of the General Power of Attorney in respect of the flats etc. belonging to the Developer (i.e. Developer's allocation). The Owner/First Party shall have no right and authority to revoke cancel or rescind this agreement or the General Power of Attorney until such time construction of the building is completed within above mentioned period and sale and transfer of the remaining portions (other than Owner's allocation) is complete unless the power is being misused and/or their interest is being prejudiced. The Owner hereby are agreed to make themselves available at the time of registration of the Deed of Conveyance(s) in favour of the Purchaser/s to execute the same as the Owner/Vendors in respect of the property under reference.

28. That both the parties will indemnify or keep indemnified the other party against all loss and damages out of their own obligation as stated hereinbefore and in



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Gene South 24 Parganas

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the event of any disputes or differences relating to this agreement the parties shall have the right and option to take appropriate steps against the other partying accordance with the Laws of the land.

29. All disputes and/or differences touching any affair of this agreement between the parties hereto shall be referred to Arbitration to such person as may be mutually acceptable, failing which to 2 (two) Arbitrators one to be appointed by each of the Parties. The Arbitrator shall be entitled to appoint an umpire and such Arbitration shall be accordance with the Provisions of Arbitration and Conciliation Act, 1996.

30. Courts of District South 24-Parganas, Alipore have territorial jurisdictions over the said property shall have the jurisdiction in all matters relating to or arising out of this agreement.

**FIRST SCHEDULE REFERRED TO ABOVE**

(Description of the land whereon or whereupon the proposed building will be constructed)

ALL THAT piece and parcel of land measuring 4 Cotha 00 Chittak 00 Sqft. lying and situated at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, TOGETHER WITH all easement rights benefits, facilities and other advantages attached therein and the said property is butted and bounded in the manner following ;



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North by : LOP No. 3063

South by : 18'ft. wide Road.

East by : 10'ft. wide Road.

West by : LOP No. 3065

**SECOND SCHEDULE REFERRED TO ABOVE**

(Owner's allocation)

ALL THAT the Owner herein will get entire First floor measuring about 1552 Sqft. build up area more or less, and One flat on the Third floor measuring about 518 Sqft. build up area more or less, Back side(North side), Two Shop room on the Ground floor measuring about 70 Sqft. build up area more or less each, One Car parking space on the Ground floor measuring about 135 Sqft., of the new proposed building together with proportionate undivided proportionate share of the land underneath the building along with Rs. 5000/-(Five Thousand) only refundable money, the said amount will be paid by the Developer at the time of Agreement and all other common rights, benefits, and facilities attached therein or thereto.

**THIRD SCHEDULE REFERRED TO ABOVE**

(Developer's allocation)

ALL THAT remaining constructed area of the construction area of the new building consisting of several self contained flats, Car parking, Shop room etc. in the proposed building (save and except Owner' allocation as mentioned above) to be



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constructed by the Developer herein together with undivided proportionate share in the land and other common right over the common spaces in the proposed building.

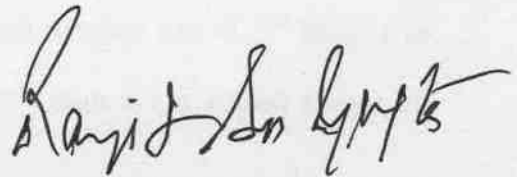
IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands on the day month and year first above written.

SIGNED SEALED AT KOLKATA

IN THE PRESENCE OF

WITNESSES ;

① Chanchala Chatterjee  
Alipore Police Court  
Kolkata - 700027



SIGNATURE OF THE OWNER

For M/s. RAJ CONSTRUCTION

Sanjay Bose Partner.

For M/s. RAJ CONSTRUCTION

Goutam Samkar Partner.

For M/s. RAJ CONSTRUCTION

Rajesh Bose Partner.

SIGNATURE OF THE BUILDER/

DEVELOPER

**SPECIFICATION OF THE PROPOSED BUILDING/CONSTRUCTION**

The construction of the proposed building shall be constructed in accordance with the sanctioned building Plan, design and specification of the Municipality.



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**STRUCTURE AND FOUNDATION:-** Building designed on R. C. C. foundations confirming to national Building Code Rules of Concerning Authority or as per sanction plan floor and design.

**FLOOR & SKIRTING:-** All bed rooms and dining will have floor Tiles/Marble finish with 4" skirting dado for common areas.

**TOILETS:-** Toilets will be provided with PVC pipe for general water supply from over head tank with water connection from reasonable source. One standard white basin, one white Comode EPWC with cistern for toilet and walls have glaze tiles upon 4'-0" height all around and 6'-0" height in bath area and flooring will be marble and provision a cut round shape on the wall or exhaust fan.

**KITCHEN :-** Kitchen will have caste-in-marble with 4" skirting all around, Kitchen will have one Black stone table and one steel sink, walls have glaze tiles upon 6'-0" height from the top of Black stone kitchen table and provision a cut round shape on the wall or exhaust fan.

**DOORS & DOORS FRAMES:-** All doors will have Sal wooden frame and flush door.

**WINDOWS FRAME & GRILLS:-** All windows are made by Aluminum sliding.

**INTERNAL WALLS:-** Plaster walls finished with plaster of Paris, Bricks works will be done 8" thickness for external and 3" for internal partition walls.

**EXTERNAL WALLS:-** External walls to be two coated with water proof cement paint.





Regional District Superintendent,  
Garha Sainia Raipur.

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**WIRING:-** All concealed wiring in every rooms with ISI approved brand, toilet, kitchen, living-cum-dining and verandah.

**BED ROOM :-**

1. One bracket light point.
2. One tube -light point.
3. One ceiling fan point.
4. One night lamp point.
5. One 6 pin plug point on switch board.

**LIVING/DINING:-**

1. One tube -light point.
2. One bracket light point.
3. One ceiling fan point.
4. One 5 AMP. point.
5. One 5 pin plug point on switch Board.
6. One T. V. Antenna concealed pipe line layout only.
7. One Electric Call bell attached at Flat entrance.

**TOILET & KITCHEN :-**

1. One Ex-fan point.
2. One light point.

Anything extra is demanded by the OWNER or Intending Purchasers apart from the technical specification given in Schedule "D" that shall be made or done by the cost of the Owner payable in advance according to the market price.



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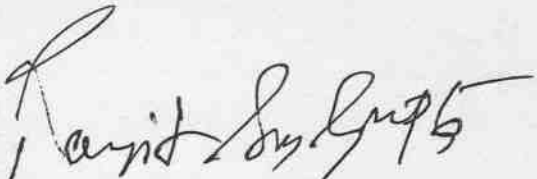
RECEIVED from the within named Developer/Builder the within mentioned sum of Rs. 5000/- ( Five Thousand ) only being part of the advance/refundable consideration as aforesaid, as per memo below ;

## MEMO

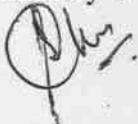
By Cash ..... Rs. 5000/-

WITNESSES:

- ① Chanchala Chatterja  
Alipore Police Court  
Kolkata - 700027
- ② Puiyanka Halder  
Ali Pore Police Court  
Kod-27

  
SIGNATURE OF THE OWNER

Drafted by :



(SUMIT DUTTA CHOWDHURY)

Advocate

Alipore Police Court, Kolkata 700027.

F-487/276/2001



Additional District Sub. Registrar,  
Carrie South 20 Barners

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