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I-00998/2017

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

6312

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

C 285832

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certified that the document is admitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document.

Additional District Sub-Registrar
Solepur, North 24-Parganas

10 6 MAR 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the ..6..th day of March, 2017 (Two Thousand and Seventeen) as per CHRISTIAN ERA.

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Alokendu Bandyopadhyay

Advocate

M/s. RELIABLE CONSTRUCTION

Satyajit Kumar Saha

Partner

(2)

BETWEEN

SMT. PURNIMA GANGULY, Wife of Late Rajat Kanti Ganguly, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 2no. Vivekananda Colony, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114, **PAN no. ANLPG1356R**, hereinafter called and referred to as the **OWNER** (Which term or expression shall Repugnant to the context be deemed to mean and include her respective heirs, executors, legal representatives and administrators and assigns) of the **FIRST PART.**

A N D

"M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 having **PAN: AALFR2292N** hereby represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar,



Alokendu Bandyopadhyay

Advocate

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M/s. RELIABLE CONSTRUCTION



Partner

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P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, hereinafter called and referred to as the **DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, further partners, representatives and assigns their respective heirs, executors, legal representatives and administrators and assigns) of the **SECOND PART.**

WHEREAS Unless in these presents there is something in the subject or context repugnant to or inconsistent herewith:-

a) ARCHITECT/ENGINEER/L.B.S.: shall mean the authorized and registered person who may be appointed by the Developer Firm for Planning and Supervision of the multistoried building to be constructed in the said property mentioned in the schedule - A below.

b) BUILDING : shall mean the proposed multistoried building (G+4) with lift facility so to be constructed as per plan to be sanctioned by the Panihati Municipality on the said property and shall include the other spaces intended or meant for the enjoyment of the building.

c) BUILDING PLAN : shall mean such plan or plans to be prepared by the Architect/Engineer/L.B.S. for the construction of the building for sanction thereof and to be sanctioned by the Panihati Municipality and shall include any amendment or modification thereof made or caused to be made by the Developers.

d) BUILT-UP AREA : shall mean the covered space of shop/ flat/unit in the said building.

e) COMMENCEMENT : this agreement shall be deemed to have come into effect on and from the date of Registration of this Development Agreement.

f) COMMON EXPENSES : shall mean and include the proportionate expenses in respect of maintenances etc. of the common areas, common parts and common facilities.


Alokendu Bandyopadhyay

Advocate

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Satyendra Singh

Partner

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g) FLAT : shall mean the covered space consisting of Bed rooms, Dining-cum-Drawing Room, Toilets, Kitchens, Balcony etc. and all fittings and fixtures therein TOGETHERWITH undivided Impartible proportionate share or interest in the land comprising the premises togetherwith common rights, facilities and amenities.

h) FORCE MAJURE : shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out and/ or any other act or omission beyond the control of the party to this agreement effected thereby.

i) OWNER: shall mean said **SMT. PURNIMA GANGULY**, Wife of Late Rajat Kanti Ganguly, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 2no. Vivekananda Colony, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114, whose particulars are first above written and shall include her respective heirs, executors, administrators, legal representatives and assigns.

j) OWNER'S ALLOCATION: shall mean the following:-

In consideration of the owner having granted the Developer and exclusive consent to develop the said property the owner is entitled to get 3nos. of self contained residential flat out of which one flat measuring an area **1200 sq.ft. super builtup area** (covered area + proportionate share of stair and lobby + 20% Super Builtup Area), on the **2nd Floor, South Facing AND** another 2(two) flats each measuring an area more or less **800 Sq.ft. super builtup area** (covered area + proportionate share of stair and lobby + 20% Super Builtup Area) of which 1(one) self contained residential **Flat** will be allotted on **1st Floor, West Facing AND** 1(one) self contained residential **Flat** will be allotted on **3rd floor, North Facing** of the proposed multistoreyed building so to be constructed by the Developer firm AND the Owner also entitled to get a sum of **Rs. 50,00,000.00 (Rupees Fifty Lakhs)** only as non-adjustable/non-

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refundable amount in her part in consideration of the Owner's allocation out of which at the time of execution and registration of this agreement the Developer shall **Pay Rs. 1,00,000.00 (Rupees One Lakh)** only to the owner hereof AND the developer firm shall **Pay Rs. 9,00,000.00 (Rupees Nine Lakhs)** only at the time of handover the peaceful vacant possession of the subject landed property to the developer AND the Developer shall **Pay Rs. 20,00,000.00 (Rupees Twenty Lakhs)** Only after completion of the Ground Floor Roof Casting AND the developer firm shall **Pay Rs. 10,00,000.00 (Rupees Ten Lakhs)** only after completion of the 4th Floor Roof Casting AND the rest amount of **Rs. 10,00,000.00 (Rupees Ten Lakhs)** only shall be paid by the Developer to the land owner at the time of handing over the peaceful vacant possession of the owner's allocation flats.

The Owner after receiving such amounts shall issue the proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation flat as mentioned hereinabove and the entire consideration amount as Owner's allocation the Owner herein shall have no future claim or demand in respect of her allocation from the Developer.

After delivery of Owner's allocation the remaining portion of the said proposed Multi Storied Building (G+4) will be the sole property of the Developer.

The Land Owner shall pay all the taxes & outgoings & shall be liable to pay all the outstanding dues and arrears till the date of signing of this agreement or handing over the vacant physical possession which ever is earlier & shall not call upon the Developer for the same.

k) DEVELOPER'S ALLOCATION: shall mean all the remaining portion of the entire building (excluding Owners' allocation) including the common facilities common parts and common


Alokendu Bandyopadhyay
Advocate

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Partner

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amenities of the building and the said property absolutely shall be the property of the developer after providing the Owner's allocation as aforesaid and togetherwith the absolute right of the part of the Developer to enter into agreement for sale with intending purchaser/purchasers by mode of Transfer of property Act. and/or lease, let out, or in any manner may with the same as the absolute Owner thereof.

l) PURCHASER: shall mean and include the person or persons who intend to purchase flat in the proposed multistoried building.

m) SALABLE SPACE: shall mean the space in the proposed new building available for independent use and occupation after making due provision for common facilities and the space required therefore except the allocation reserved for the owner.

n) SOLICITOR/ADVOCATE: shall mean Mr. Alokendu Bandyopadhyay, Member, Bar Association, Barasat Court & Barrackpore Court, as appointed by the Developers.

o) SUPER BUILT-UP AREA: shall mean and include the covered space/built-up area of flat (including proportionate share of stair, lift and lobby) together with 20% of super builtup area alongwith undivided proportionate impartible share or interest in the land and common facilities.

p) TRANSFER with its grammatical variations shall mean and include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to purchase there of although the same may not amount to a transfer in law.

q) TRANSFEREE : shall mean a person to whom any space/unit in the said multistoried building has been shall be transferred.

r) MASCULINE GENDER : shall include feminine gender and vice-versa.

s) SINGULAR NUMBER : shall include plural number and vice-versa.


Alokendu Bandyopadhyay

Advocate

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M/s. RELIABLE CONSTRUCTION


Partner

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2) The owner is seized and possessed of or otherwise well and sufficiently entitled to all that the land and premises situate on the piece and parcel of land containing by estimation an area of **4 Cottahs 3 Chittacks 22.5 Sq.ft.** of land be the same a little more or less lying and situated at Municipal Holding No. 63, Vivekananda Colony, under Ward No. 4, of Panihati Municipality, P.O. Sodepur, P.S. Khardah, Dist North 24 Parganas, Kolkata-700110, morefully and particularly described and declared in Schedule - A hereunder written and that the said property is free from encumbrances, charges, liens, attachments, trust, lispence, mortgage and other defects in title and the said property is not subject to any order or compulsory acquisition or requisition whatsoever from any corner and/or under any law for the time being in force. The developers has entered into this agreement replying on the aforesaid representation and/or assurance of the owner and is acting on good faith thereof.

3. a) The owner declares that she is entitled to enter into this agreement with the developers and she has full right and absolute authority to sign and execute the same.

b) That the owner has not agreed, committed or contracted or entered into any agreement for sale or lease or development of the said property other or any part thereof with any person or persons other than the developers and that she has not created any mortgage, charges or any other encumbrances on the said property as mentioned herein.

c) That the owner has not done an Act, Deed, matter or thing whereby or by reasons whereof, the development of the said property may be prevented or affected in any manner whatsoever. If however, any litigation is found to exist in aspect of the said property then the owner shall pay to developers all expenses incurred by the developers with interest thereupon.



Alokendu Bandyopadhyay

Advocate

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Sabya Sankar Saha

Partner


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4) The owner and the developers have entered into this agreement purely as a contract and under no circumstances this shall be treated as partnership as between the parties and/or as association of persons. The developers shall empowered to apply for loan for the project of the said multistoried building in any bank.

5) That in pursuance of the aforesaid intention the owner hereby grant, subject to what have been hereunder provided, exclusive right to the developers to enter into the said property and to promote to develop and construct a multi-storeyed building thereon consisting of several flats, garages, shops, office spaces in accordance with the proposed building plan to be sanctioned by the Panihati Municipality with or without such amendment and /or modification that may be advised by the Architect/Engineer and thereafter sell the flats and spaces etc. of the Developers' allocation to the prospective purchasers and appropriate the said proceeds.

6) Upon taking possession of the said property the developers shall measure and survey the said property and prepare or cause to be prepared feasible building plans, specifications, sections, elevations of the said property and shall cause to be submitted the said building plans etc. to the Panihati Municipality and get the same approved and sanctioned.

7) All applications, plans revised plan, mutation and other papers and document as may be required by the developers shall for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the developers on behalf of the owner and at the developers' own costs and expenses and the developers shall pay and bear all fees including Architects/Engineer/L.B.S. fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises. The developers shall be at liberty to make necessary application for the purpose to the authorities


Alokendu Bandyopadhyay

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Partner

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concerned at its owner shall join in such application but the responsibility of obtaining such permission/sanction shall be on the developers and so also the costs.


8) The land owners shall shift to a nearby place wherein they will stay at their own cost during the construction work.

9) The developers shall commence the construction of the proposed building in accordance with the sanctioned building plan and complete the construction in all respect within **30 months** from the date of sanction building plan and handover of the peaceful vacant possession of the subject landed property whichever is later subject to force majeure (i.e. flood, earthquake, riot war, storm, tempest, civil commotion, strike or any prohibitory order from any court, municipality or any other authority/authorities and/or any other act or commission beyond the control of the developers such as non-availability of the cement, steel and other building materials, statutes and ordinances or orders of the Govt). The developers shall submit building plan to the municipality latest by for sanction.

10) The developers shall at its costs construct erect and complete the proposed building at the said premises in accordance with the sanctioned plan with good and standard quality of materials and with such specification as are mentioned in the specification of the building and as may be recommended by the Architect/Engineer/L.B.S. from time to time.

11) The subject to as aforesaid the decision of the developers regarding the quality of the materials shall be final and binding on the parties hereto provided that the same shall not be interior to the standard as mentioned in the building laws/rules of the concerned municipality.

12) The developers shall install erect in the said building at the developers cost and shall provided standard pump etc. overhead tanks, general electric wiring and installations and other facilities as are required to be provided in a residential complex having self contained apartment and constructed for sale of such flats on ownership basis and as hereby mutually agreed. The Flat


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Satya Bandyopadhyay

Partner

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Owners proportionately shall bear infrastructures cost towards installation of electric services connection by the W.B.S.E.D. Co. Ltd. or C.E.S.C. at the premises.

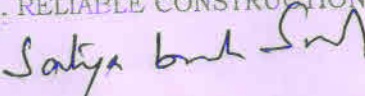
13) The developers be authorised in the name of the owner in so far as it necessary to apply for and obtained quotas, entitlements, and other allocation of or for cement, all types of steels, bricks and other building materials and accessories allocable to the owner for the construction of the building and similarly to apply for and obtain temporary and permanent connections of water, drains, sewerage and/or other facilities if any available to the new building and other facilities required for the constructions or enjoyment of the building and can apply for bank loan, if required for the project of multi-storeyed building.

14) The developers shall at its costs and expenses and without creating any financial or other liabilities on the owner construct and complete the said proposed building and various units and/or flats therein in accordance with the sanctioned building plan and all costs, charges and expenses including architects fees shall be discharges and paid by the developers and the owner will have no responsibility in the context.

15) The developers shall upon the execution of this agreement be at liberty to advertise, fix hoarding or sign board of any-kind relating to the publicity for and/or inviting the intending purchasers for the sale of flats and spaces of the said building allocated to the developers with exclusive right and authority to negotiate for the sale of the flats together with proportionate share of land which are allocated to the developers, to any prospective buyers before alter or in any course of construction and on such terms and conditions as developers shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers as aforesaid including the earnest money or initial payments or part payment


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Satya Bhat

Partner

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thereof shall be received by the developers. The owner herein will have no right and share will not be entitled to any portions thereof which are earmarked as developers' allocation.

16) That the developers shall pay and bear all property taxes and other dues and outgoings to in respect of the said property assuring due and from the date of commencement of the construction of the building. Upon completion of and handing over the owner's allocation the owner will pay the undivided tax or their portion until separately assessed and thereafter pay the assessed tax separately.

17) The owners will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the owners and no claim thereon on the part of the Developer shall be entertained in any case.

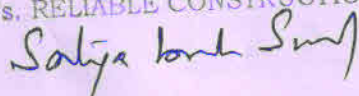
18) The owner shall not obstruct or with held or in any way interfere in the process of construction of the said building by the developers. The owner hereby authorize the developers to lawful do execute and perform all acts, deeds, matters and things for the purpose of or relating to the construction of the said building and only the developers shall construct and be responsible for the said construction of the building.

19) The owner shall not do any act or thing where by the developers shall be prevented from constructing and completing and/or doing any other act relation to the said building.

20) The owner doth hereby covenant with the developers not to do any act, deed or thing whether by themselves or by their representatives whereby the developers may be


Alokendu Bandyopadhyay
Advocate

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Partner

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prevented from construction and from selling, assigning and/or disposing of developers allocation in the building at the said premises in favour of the intending buyers.

21) The owner above named shall always co-operate with the developers for commercial exploitation of the said plot of land premises and at the request of the developers shall at all times sign necessary applications, affidavits, documents, deeds and agreement without prejudice to its rights and contentions and shall also at the request of the developers appear in all such office or offices as may be required for the purpose of implementation of the scheme of the development on the said premises.

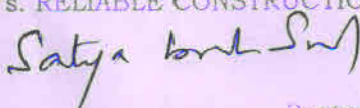
22) The owner herein undertake not to create any kind of charges or mortgage including that of equitable mortgage by depositing the title deeds of the said premises/land or any portion thereof at any time during the subsistence of this agreement for sale let out, grant, lease, mortgage and/or charges or part with the possession of the said premises or any portion without the consent in writing of the developers on and from the date of execution of this agreement.

23) The owner shall keep the developers indemnified against all claims, actions, demands, costs, charges, expenses and proceedings against or suffered by the owner in respect of the property or for the act and conduct of the owner or otherwise.

24) That the owner by a separate General Power of Attorney for Development shall appoint nominate and constitute the developers as her constituted attorney to do all deeds, acts, things as required for the purpose of commercial exploitation of the said premises including the authority to enter into an agreement for sale of flats etc. either in complete or in incomplete condition as the developers desire of the developers allocation share and receive the earnest money and the entire authorised building and the developers shall


Alokendu Bandyopadhyay
Advocate

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be further authorised to sell the developer's allocation. The owner shall furnish all relevant papers and documents and all necessary information in respect of the said property.

25) The owner hereby authorise and empower the developers to construct the said proposed building in the said premises at the costs and expenses or sum procured from the intending transferee at such amount as the developers may deem fit and proper and to appropriate the entire sale/transfer proceeds by them.

26) That this agreement can not be terminated by the owner in anyway unless and until all the flats of the developers allocation are sold out and the deeds of conveyance are made in favour of the intending purchasers are executed and registered. The owner also hereby undertake not to revoke the general power of attorney if the developers complete construction within the stipulated period.

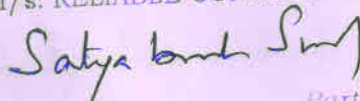
(27) The original papers and documents and title deeds in respect of the said premises during the period of construction shall be kept with the developers as that interested person/ intending buyers shall, be entitled to have inspection and upon completion of the building the same shall be handed over to the apartment owner association on its formation.

28) The owner shall execute and registered the Deed of conveyance or conveyances of the developers' allocation in the proposed building in favour of the developers or its nominee or nominees i.e. the owner shall make himself available for executing all or any such deeds or conveyance on request made by the developers. The developers undertake that they would give possession of the owner's allocation to the owner at the first and thereafter they will give possession to the intending buyers.

29) The developers shall on completion of the owners' allocation put the owner in undisputed possession of the owner allocation TOGETHERWITH the right in common to the owners' allocation facilities and amenities relating to the building. The owner will be entitled to transfer or


Alokendu Bandyopadhyay
Advocate

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Satya Kumar Singh

Partner

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otherwise deal with the owners' allocation as per her absolute discretion. If the owners allocation is handed over within or before time then the time limit for completion of the construction of the building shall have no effect.

30) That after completion of the building and after selling out all or any of the flats, the flat apartment owners shall form an association and the said association shall manage and maintain all the affairs of the said building. The land owner shall join the said association like others and so also the future purchasers. And each member shall abide by the buyer laws and regulations of the association.

31) The owner and the developers shall punctually and Pay for their respective allocations the rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the parties and the owner shall keep the developers indemnified against all claims, actions, demands, charges, coats, suits, proceedings whatsoever by directly or indirectly instituted against or suffered by the developers be consequent upon a default and defect of the owner in the behalf.

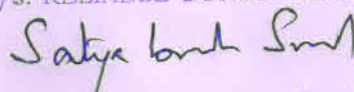
32) That the owner and the developers shall be exclusively entitled to their respective share of allocation in the building with right to transfer or otherwise deal with or interest thereon whatsoever of the other and the owner shall not in any way interfere with or disturb the quit and peaceful possession of the developers allocation.

33) That neither party shall use or permit to be used their respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, annoyance or hazards to the other purchaser or occupiers of the apartment of the building.

34) That the developers and the owner alongwith all the owner of the flats shall mutually frame scheme for the


Alokendu Bandyopadhyay
Advocate

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Partner

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management and administration of the said building or buildings and/or common parts thereof and agree to abide by all the rules and regulations to be framed by any such society or association.

35) That as from the date of taking possession of the owners' allocation flat alongwith the proportionate share in the common areas and facilities the owner shall be responsible to pay proportionate share of all common expenses detailed in scheduled herein below.

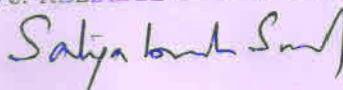
36) That the owner shall thereafter punctually and regularly pay the said common expenses to the concerned authority or authorities or to the developers or otherwise as specified by the developers keep the developers or other authority in that behalf and also to all the apartment holders, indemnified against all claims actions demands and costs charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the developers or such authorities or other apartment holders as the case may be consequent upon a default by the owner in that behalf.

37) That for the purpose of smooth enjoyments of each of the flat or apartments, particulars its common areas and facilities mentioned in the schedule-C hereinbelow, the owner alongwith the owner apartment owners of the building may frame rules and bye laws for the guidelines of all the apartment owners, and may frame a society for its smooth management, In such a case, the parties hereto shall abide by the directions of the said association in matters concerned with the common areas and facilities and the common expenses.

38) That the common areas and facilities shall not in any way be encumbered encroached upon or hindered by any of the parties nor shall any of the future flat or apartment owner have any right beyond the provisions of the West Bengal Apartment Ownership Act, 1972 so far as common areas and facilities are concerned.


Alokendu Bandyopadhyay
Advocate

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Partner

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