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Lead No. Z-3704/18



पश्चिमबंगाल पश्चिम बंगाल WEST-BENGAL

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Corbinia in the registration. The signature sheet and the registration sheets attached with the this instrument are the part of this document

2185-1

Adil District Sub Registrar
Banskananda, 24 Pgs (R)

03 AUG 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT OF AGREEMENT is

Made this the 03 day of August 2018

(Two Thousand Eighteen) of the Christian Era.

BETWEEN

8/155812/18

great foundation

[Signature]

M/S. KAJAL SAMADDAR
Bamaddar's

P.T.O.

M/S. KAJAL SAMADDAR
Proprietor
Bamaddar
Proprietor
M/S. KAJAL SAMADDAR

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- paresh sen
M/S. KAJAL SAMADDAR
Kajal Samaddar

MR. GOUTAM SEN, son of Late Paresh Nath Sen, having Pan No. BEGPS9317P, by faith Hindu, by nationality Indian, by Occupation Retired person, presently residing at 39/22, S.M.P. Sarani, P.O. Barrackpore, P.S. Titagarh, District North 24 Parganas, Kolkata : 700120 ,hereinafter called and referred to as the "LAND OWNER " (which terms or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his/her/their respective legal heirs , executors , administrators , representatives , assigns and/or nominees) of the FIRST PART.

AND

"M/S. KAJAL SAMADDAR" , having its principal place of business at 3(2) Subhas Nagar Colony 6th Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North24Parganas, Kolkata - 700122, being represented by its sole proprietor : MR. KAJAL SAMADDAR, son of Late RakhalSamaddar, having PAN BAXPS0417D, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 51, Schoolpara Road, Jafarpur, West ChalBazar, P.O. Nona-Chandanpukur, P.S.Titagarh, Dist:North24Parganas, Kolkata-700122, hereinafter referred to as the DEVELOPER (which terms or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed for mean and include the said business and their representatives heirs, executors , administrators, assigns and/or nominees) of the SECOND PART.

WHEREAS all that piece and parcel of land measuring about more or less **02 (two) Cottha12 (twelve)** Chattaks in **R.S. Dag No 647**, under C.S, Khatian No 254, R.S. Khatian No 254, of Mouza Chanak, J.L. No 4, Re.Su. No 39, Touzi No 2998, LOT- B1- C.S. Plot. 287, under Municipal Jurisdiction of Barrackpore Municipality, A.D.S.R.O. Barrackpore, District - North24Parganas, with others land originally belongs to Sri Paresh Nath Sen, son of Late Narayan Chandra Sen,

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Proprietor

G. K. Sen

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of 39(22) Sahid Mangal Pandey Sarani, P.O. Barrackpore, P.S. Titagarh, District North 24 Parganas, by way of deed of partition which was duly registered at the office of the Additional district Registry office at Barasat, North 24 parganas, vide book No 1, Volume No 79, Pages from 68 to 76 being no 4597, on dated 12/12/1968.

And whereas during the possession of the said property said Paresh Nath Sen transferred his aforesaid property more fully and elaborately described in SCHEDULE - A hereunder written to the present LAND OWNER on dated 13/10/2002 by dint of registered deed of Gift which was duly registered at the office of the A.D.S.R.O. Barrackpore, vide book no 1, volume no 172, pages from 177 to 184, being no 5673, for the year 2004, more fully and elaborately described therein.

And whereas during possession of the said property the present LAND OWNER mutated his name at Barrackpore municipality under Ward No 22, Holding No 39 (22) S.M.P, Sarani, Barrackpore, Kolkata 700120, and also mutated in the office of the Block Land and Land Revenue office under R.S. Khatian No 254, Modified Khatian no 167, New Khatian No 5676, in R. S. Dag no 647, LOT- B1- C.S. Plot. 287 of Mouza Chanak. J.L. No 4, P.S. Titagarh, A.D.S.R.O. Barrackpore, District - North 24 Parganas.

AND WHEREAS by the above said manner the LAND OWNER, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 22, Holding No. 39 (22), Sahid Mangal Pandey Sarani, Kolkata 700120, herein after called the PREMISES, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has

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been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.

AND WHEREAS each and every part of the said premises is free from all encumbrances, charges, liens, impendence, attachments, trusts, acquisition and/or requisition, etc. whatsoever or howsoever nature and the LAND OWNER has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

AND WHEREAS the LAND OWNER are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local **Barrackpore Municipality**.

AND WHEREAS the LAND OWNER hereto have every right and authority to enter into this present Agreement with the Developer and have had no difficulty in fulfilling all its obligations so contained in this present Agreement.

AND WHEREAS upon the aforesaid representation of the land owner and subject to verification of the title of the LAND OWNER concerning the said premises, the DEVELOPER has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS :-



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- a) The lands owner do hereby agreed and declare that he will take quick necessary steps to mutate his names in the R.O.R, and pay up to date tax, rent in his own names.
- b) That the LAND OWNER hereby grant exclusive right to the Developer to undertake new construction of multistoried building on the said premises in accordance with the plan or plans to be sanctioned by the **Barrackpore Municipality** or others competent authority which is applicable at the time of sanction plan.
- c) That all applications, plans and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction from the competent authorities shall be prepared by the Developer on behalf of the LAND OWNER at the Developer's own costs and expenses.
- d) That after receiving sanctioned plan of the multi-storied building from the Local **Barrackpore Municipality** or after arrangement of alternative accommodation by the LAND OWNER, he shall make over vacant possession of the said premises to the Developer within 7 (seven) days by a written letter, confirming their acceptance regarding the handover possession of the premises to the developer.
- e) The Developer has agreed to pay Rupees **12,000/- (twelve thousand) only** per month to the LAND OWNER as rent of rented premises from the date of handover possession of the premises to the developer and till re-possession in LAND OWNER'S allocation.
- f) That immediately upon obtaining possession of the said premises from the LAND OWNER, the Developer shall be entitled to prepare the land for Development work and all salvage materials arising there from shall belongs only to the Developer.

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g) That the LAND OWNER shall grant to the Developer a General Power of Attorney or Development Power Attorney to execute all the works on behalf of LAND OWNER.

h) That upon completion of the new building the Developer shall put the LAND OWNER in undisputed possession of the "LAND OWNER'S ALLOCATION" as more fully described in the "SECOND SCHEDULE" together with the rights in common to the common facilities and amenities as more fully describe in the "SIXTH SCHEDULE" written hereunder.

i) The LAND OWNER and the Developer shall be exclusive entitled to his respective share of the allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the other and the LAND OWNER shall not in any way interfere with or disturb the quiet and peaceable possession of the Developer allocation.

j) In consideration of the Developer construction and/or developing the said premises and making over to the LAND OWNER, his allocation as stated in the **SECOND SCHEDULE** of this agreement the Developer shall have the absolute and exclusive right to hold own use occupy, enjoy, sell, transfer, deal with and dispose of its allocation of the premise or any part thereof including the units in the building to be constructed and to realize and appropriate the sale proceeds thereof. For this purpose the Developer will be at liberty to negotiate with the prospective buyers and to enter into agreements for sale or otherwise single handedly of the said premises or any part thereof including the units in the building together with two wheeler parking space, other constructed area together with or independent of the land comprised in the said premises on such terms and conditions and consideration as the Developer may deem fit and proper and the

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LAND OWNER shall not raise any dispute or objection to such acts of the Developer.

k) That insofar as necessary all dealings by the Developer in respect of the building including agreements for sale or transfer concerning Developer's allocation shall be in the name of the LAND OWNER for which purpose the land owner undertake to give the Developer a General Power of Attorney or Development Power of Attorney in a form and manner required by the Developer. PROVIDED HOWEVER the same shall not create any financial liability upon the LAND OWNER in any manner whatsoever.

l) That the LAND OWNER shall execute the Deed of Conveyance or Conveyances in favour of the Developer or its nominee or nominees in such part or parts as shall be required by the Developer.

m) That the Developer shall at its own costs construct and complete the new multi-storied building at the said premises in accordance with the sanctioned plan.

n) That the Developer shall install pump operated deep tube well, underground reservoir over head reservoir, lift, firefighting equipment, close circuit camera, electric wiring and installation and other facilities as are required to be provided in the said new multi-storied building constructed at his own cost for sale of flats /shops /office space/garages therein on LAND OWNER ship basis and as mutually agreed.

o) That the developer shall be authorized in the name of the LAND OWNER insofar as is necessary to apply for and obtain temporary and permanent electric connection or drainage , sewerage and/or other facilities if any required for the construction or enjoyment of the building.

p) That the Developer shall at its own costs and expenses and without detaining any financial or other liability on the LAND OWNER, construct and

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Signature
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complete the said new multi-storied building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer provided if such alteration or modification is caused at the instance of the appropriate authority then the LAND OWNER shall not refuse to give his consent thereon.

q) That as from the date of making over possession the Municipal rents and taxes and other outgoings including electric bill in respect of the said premises shall be born and paid by the Developer and all outstanding dues because of municipal rates and taxes and other outgoing including electric bill upto the date of making over possession shall remain the liabilities of the LAND OWNER and shall be born and paid by them moreover, after getting possession of his allocation from the Developer. The LAND OWNER will be borne to pay the municipal rates and taxes and other outgoings including electric bill, common expenses with regards thereto.

r) That the Developer be entitled to raise fund from any Bank(s) financial institution(s), person(s) etc. without creating any financial liability on the LAND OWNER or effecting his estate and interest in the said premises. The Developer herein shall take any new partner by a Reconstitute Partnership Deed, if it is necessary for the smooth running of the project, in future. The Land owner shall not refuse to give her consent thereon PROVIDED the terms and condition of this premises Agreement remain unchanged till completion of the project.

s) That the LAND OWNER shall deliver or cause to be delivered to the Developer all the original Title Deeds, existing sanction building plan up to date tax receipt, R.S. & L.R. record of Right, Khazna receipt upto date and other necessary papers relating to the said premises simultaneously with the execution of these presents.

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t) That the LAND OWNER shall do, execute or cause to be done or execute all such further deeds matter and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the LAND OWNER including any such additional power of attorney or agreement and/or authorization as may be required by the Developer.

u) The LAND OWNER shall remain bound to put his signature photo . Finger impression for the registration of several conveyance in future of the intending /prospective purchaser /buyers of flats /shops /garages/ office space and other units commencing the Developer's allocation and in all such conveyances the Developer shall join as confirming party PROVIDED HOWEVER that the LAND OWNER as VENDOR /LAND OWNER in all such conveyance, shall not claim and/or be entitled to receive any amount being the proportionate land value for which they will receive payment from the Developer as per the **THIRD SCHEDULE** hereunder written and also obtain constructed area from the Developer as LAND OWNER allocation equivalent to land value and accordingly proportionate land value as shall be indicated in all such conveyance shall be demand to have been acknowledge having received by the LAND OWNER. The entire transaction relating to the conveyance as previously mentioned have been agreed to done any time as desired by the Developer.

v) That the LAND OWNER and the Developer hereby declare that they have entered into this agreement purely as a contract and nothing contained herein shall be demand to construe as Partnership between them or as a joint Venture in any manner nor shall the parties hereto constitute on Association of Persons.

w) The said building shall be known as "MAYA VILLA" and neither the Developer nor the LAND OWNER or any such party/person/persons to whom the

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