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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 Sub-Registrar,  
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 Alipore, South 24 Parganas

8 MAR 2016

### DEED OF DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT made on this the 8<sup>th</sup> day of March Two Thousand Sixteen (2016) by and **BETWEEN PLEASANT HOMES** (Pan AAMFP1489Q), a partnership Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata - 700 001,

Contd.....Pg/2.

- 4 MAR 2016

Serial.....2351.....Date.....04/03/16.....  
Name.....Narayan Chandra Ghosh & Anor.....  
Address.....1901, Mukundpurheta Kol-75.....  
Rs.....5000/.....



A. K. PURKAYASTHA (Stamp Vendor)  
Alipore Police Court, Kol-27



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Shinshandei Datta  
S/o- Sri Bhyamal Datta  
150 Poyasabagan, P.O. Biskempur.  
P.S. - Sonampur, Kol-153  
(Savico)

represented by its partners: -

**(1) SRI RAKESH KUMAR CHAMRIA (PAN NO. ABYPC1408K)** son of late Ram Niwas Chamria, by faith - Hindu, by Nationality - Indian, by occupation - Business of 35 Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata - 700 001,

**(2) SRI RAM NIWAS CHAMRIA (HUF) (PAN No. AADHR8763G)** a Hindu undivided Family, represented by its Karta **SRI RAKESH KUMAR CHAMRIA** son of Late Ramniwas Chamria, by faith - Hindu, by Nationality - Indian, by occupation - Business of 35 Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata - 700 001,

**(3) SRI RAKESH KUMAR CHAMRIA (HUF), (PAN No. AAEHR9180G)**, a hindu undivided Family, represented by its Karta **SRI RAKESH KUMAR CHAMRIA** son of Late Ramniwas Chamria, by faith - Hindu, by Nationality - Indian, by occupation - Business of 35 Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata - 700 001,

**(4) SHIYAJI SILK MILLS PVT. LTD. (PAN No. - AAEC54748Q)**, a company registered under the companies Act, 1956 being its registration no. **CIN-U17299WB1991PTC050791 of 1991** and having its registered office at 35, Armenian Street, Kolkata-700001 represented by its one director, **SRI RAKESH KUMAR CHAMRIA** S/o Late Ram Niwas Chamria or Smt. Sweta Chamria w/o Shri Rakesh kumar Chamria hereinafter jointly called and referred to as the "**OWNERS**" (which terms of expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors-in-office legal representatives, successors, nominees and assigns) of the "**FIRST PART**"

**A N D**

**(1) SRI NARAYAN CHANDRA GHOSH (PAN NO. AGXPG8064F)** son of Late Haran Chandra Ghosh residing at 1901, Mukundapur (E-20, Sammilani Park), P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 and **(2) SRI ANIL CHANDRA GHOSH (PAN NO. AGKPG0595N)** son of Late Surendra Chandra Ghosh, residing at 2081, Chak Garia (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata - 700 075 both by faith - Hindu, both by Occupation - Business, carried on under the name and style of "**M/S. VIJAYLAKSHMI ASSOCIATE**" a partnership firm, having its office at 1901, Mukundapur, (E-20 Sammilani Park), P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, hereinafter called and referred to as the "**PROMOTERS / BUILDERS / DEVELOPERS / CONTRACTORS**" (which term of expression shall unless excluded by or repugnant to the subject or context be deemed to mean and



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include their heirs, executors, administrators, legal representatives, successors-in-office, nominees and assigns) of the **"SECOND PART"**.

#### **HISTORY OF THE TITLE OF THE LANDED PROPERTY**

**WHEREAS** one Sri Haridas Das alias Haripada Das (Bairagi), son of Natabar Das purchased ALL THAT piece and parcel of land measuring more or less 67 decimals comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554 of Mouza - Rajpur, J.L. No. 55, under P.S. Sonarpur, District South 24 - Parganas by virtue of a registered Deed of sale dated 5<sup>th</sup> day of September, 1921 from the then owners Panchanan Das and others for and at a valuable consideration mentioned therein and thereafter said Sri Haridas Das alias Haripada Das (Bairagi) got the property recorded in his name in the Revisional Settlement Records of rights and had been enjoying the same free from all encumbrances by paying rents and taxes regularly to the authority concern.

**AND WHEREAS** in course of enjoying the aforesaid property said Sri Haridas Das alias Haripada Das (Bairagi) sold, conveyed and transferred duly demarcated portion of the land measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. khatian No. 554, under P.S. Sonarpur, District South 24 - Parganas unto and in favour of one Sri Bijoy Chandra Agarwal, Son of Late Mulchand Agarwal by and under a deed of sale which was registered on 31/08/1965 before the office of the District Registrar at Allipore and recorded in its Book No. I, Volume No. 80, Pages from 268 to 273, Being No. 4329 for the year 1965.

**AND WHEREAS** after purchasing the aforesaid property said Sri Bijoy Chandra Agarwal became the sole and absolute owner of the aforesaid area of land measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. khatian No. 554, under P.S. Sonarpur, District South 24 - Parganas and while he had been enjoying the same free from all encumbrances said Sri Bijoy Chandra Agarwal died intestate on 08/06/1974 leaving behind surviving his wife Smt. Saroj Rani Agarwal, only son Sri Ajay Chandra Agarwal and three daughters (1) Smt. Sulekha Jindal, wife of Sri Sunil Jindal, (2) Smt. Shikha Bajoria, wife of Sri Kamal Bajoria, & (3) Smt. Sujata Agarwal, wife of Sri Bharat Bhusan Agarwal as his legal heir/ heiresses and successors.



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**AND WHEREAS** the said legal heir and heiresses of Late Bijoy Chandra Agrawal namely Saroj Rani Agarwal, Sri Ajay Chandra Agarwal, Smt. Sulekha Jindal, Smt. Shikha Bajoria & Smt. Sujata Agarwal while had been jointly enjoying their inherited property measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. khatian No. 554, under P.S. Sonarpur, District South 24 – Parganas, they jointly sold, conveyed and transferred the same unto and in favour of one Sri Amalendu Guha Thakurta, son of Sri Sushil Guha Thakurta and Smt. Krishna Thakurta, wife of Sri Amalendu Guha Thakurta by and under a deed of sale which was registered on 09/12/1982 before the office of the District Registrar at Allpore and recorded in its Book No. 1, Volume No. 408, Pages from 124 to 132, Being No. 15989 for the year 1982.

**ANDWHEREAS** after purchasing the aforesaid property said Sri Amalendu Guha Thakurta and Smt. Krishna Thakurta became the absolute joint owners of the aforesaid area of land measuring 19 Cottahs 20 Sq.ft. but as per actual survey the physical measurement of the land appears to be 18 Cottahs 5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, under P.S. Sonarpur, District South 24 – Parganas and mutated their names in the Rajpur Sonarpur Municipality and paid the relevant taxes regularly relating to the said property.

**ANDWHEREAS** in course of enjoying the aforesaid property free from all encumbrances said Sri Amalendu Guha Thakuta and Smt. Krishna Guha Thakurta jointly sold, conveyed and transferred the said land measuring more or less 18 Cottahs 5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 – Parganas which is more fully described in the schedule hereunder written unto and in favour of Sri Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, by and under a deed of sale which was executed on 07/05/2001 and registered on 10/05/2002 before the office of the Addl. District Sub – Registrar at Sonarpur and recorded in its Book No. 1, volume No. 59, Pages from 68 to 77, Being No. 3594 for the year 2002.

**AND WHEREAS** after purchasing the aforesaid property said Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, became the absolute joint owners of the aforesaid area of land measuring more or less 18 Cottahs 5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55,



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comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 – Parganas and mutated their names in the records of Rajpur – Sonarpur Municipality and also mutated their names before the B.L. & L.R.O Sonarpur vide Mutation Case No. 2239 of 2011 and 2238 of 2011 in respect of the said property which is more fully described in the schedule hereunder written and had been enjoying the same jointly free from all encumbrances, liens, lispendences, charges whatsoever and howsoever.

**AND WHEREAS** due to urgent need of money, the Vendors therein Sri Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, jointly sold, transferred all that piece and parcel of Bastu land measuring more or less 18 Cottahs 5 Chittaks oo Sft more or less along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, under Rajpur Sonarpur Municipality, P.S. Sonarpur, District South 24 – Parganas more fully and particularly mentioned in the SCHEDULE hereunder written to **"PLEASANT HOMES"** a partnership Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian Street, P.S. Barra Bazar, Kolkata – 700 001, at present as per Deed of Reconstituted Partnership dated 1<sup>st</sup> day of August 2011, represented by its Partners – **(1) SRI RAKESH KUMAR CHAMRIA** son of late Ram Niwas Chamria, by faith – Hindu, by Nationality – Indian, by occupation – Business of 35 Armenian Street, P.S. Barra Bazar, Kolkata – 700 001, **(2) SRI RAM NIWAS CHAMRIA (HUF)** a hindu undivided Family, represented by its Karta SRI RAKESH KUMAR CHAMRIA son of Late Ramniwas Chamria, by faith – Hindu, by Nationality – Indian, by occupation – Business of 35 Armenian Street, P.S. Barra Bazar, Kolkata – 700 001, **(3) SRI RAKESH KUMAR CHAMRIA (HUF)**, a hindu undivided Family, represented by its Karta SRI RAKESH KUMAR CHAMRIA son of Late Ramniwas Chamria, by faith – Hindu, by Nationality – Indian, by occupation – Business of 35 Armenian Street, P.S. Barra Bazar, Kolkata – 700 001, **(4) SHIYAJI SILK MILLS PVT. LTD.**, a company registered under the companies Act, 1956 being its registration no. **CIN-U17299WB1991PTC050791 of 1991** and having its registered office at 35, Armenian Street, Kolkata-700001 represented by its one authorised director, **SRI RAKESH KUMAR CHAMRIA** S/o Late Ram Niwas Chamria or Smt. Sweta Chamria w/o Shri Rakesh Kumar Chamria and the Deed was registered at ADSR Sonarpur and recorded in Book No. I, CD Volume No. \_\_\_ Pages from \_\_\_ to \_\_\_ being Deed No.04987 for the year 2011.

**ANDWHEREAS** after purchasing the aforesaid property said First Party, the Vendors herein became the absolute owners of the aforesaid area of land measuring



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more or less 18 Cottahs- 05 Chittaks -00 Sft more or less along with one old dilapidated RTS structure standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 - Parganas Kolkata-700149 and mutated their names in the Assessment records of Rajpur - Sonarpur Municipality being its Holding No. 62, N.S. Road, Ward No. 26, Kolkata-700149 and also mutated their names before the B.L. & L.R.O Sonarpur in respect of the said property which more fully described in the schedule hereunder written and are enjoying and possessing the same free from all encumbrances, liens, lispendences, charges whatsoever and howsoever.

**AND WHEREAS** thereafter for the development of their land the First Party submitted a plan proposal for sanction at Rajpur Sonarpur Municipality and thereafter got the plan sanctioned from the Rajpur Sonarpur Municipality vide sanction plan no.1801/CB/26/78 dated 31/03/2014 thereafter revised sanction plan no. 1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality.

**AND WHEREAS** thereafter the **First Party** herein **PLEASANT HOMES** a partnership Firm, ( as per Deed of Reconstituted Partnership dated 1<sup>st</sup> day of August 2011) represented by its present Partners - **(1) SRI RAKESH KUMAR CHAMRIA** son of late Ram Niwas Chamria, **(2) SRI RAM NIWAS CHAMRIA (HUF)** represented by its Karta **SRI RAKESH KUMAR CHAMRIA** son of Late Ramniwas Chamria, **(3) SRI RAKESH KUMAR CHAMRIA (HUF)**, represented by its Karta **SRI RAKESH KUMAR CHAMRIA** son of Late Ramniwas Chamria, **(4) SHIYAJI SILK MILLS PVT. LTD.** represented by its one authorised director, **SRI RAKESH KUMAR CHAMRIA** S/o Late Ram Niwas Chamria or Smt. Sweta Chamria w/o Shri Rakesh kumar Chamria as collective lawful owners (**PLESANT HOMES**) of their said Bastu lands have decided to construct a multi-storeyed building containing residential flat cum commercial system Building as per revised sanction plan, vide no. 1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality on their said bastu land measuring 18 Cottahs 05 Chittaks 00 Sft more or less along with one old dilapidated RTS structure standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 - Parganas being Its Holding No. 62, N.S. Road, Ward No. 26, Kolkata-700149, through **M/S. VIJAYLAKSHMI ASSOCIATE** represented by its partners **SRI NARAYAN CHANDRA GHOSH** son of Late Haran Chandra Ghosh and **SRI ANIL CHANDRA GHOSH** son of Late Surendra Chandra Ghosh having its office at 1901, Mukundapur (E-20, Sammilani Park), P.O. Santoshpur, P.S. Survey Park,



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Kolkata-700 075, the Promoters/Builders/ Developers/ Contractors who have sufficient resources to do so and also an experienced Promoters/Builders/ Developers/ Contractors being the second party hereof engaged in the various field of building promotion and construction and knowing the same, the Promoters/Builders/ Developers/ Contractors thereafter as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title of the landowners and having been satisfied in all respect regarding the collective lawful right, bonafide interest , un-encumbered possession and marketable title of the landowners in respect of the said premises, the Second Party the Promoters/Builders/ Developers/ Contractors herein have proposed the FIRST PARTY / OWNERS to appoint them as Promoters/Builders/ Developers/ Contractors to construct a residential cum commercial building on the said land and this firm, i.e. M/S. Vijaylakshmi Associate and the owners/the First Party herein have accepted the proposal herein have discussed between themselves regarding terms and conditions on which the construction of such building can be undertaken and have accepted the terms and conditions as written hereunder and authorizing the said firm herein "M/S. Vijaylakshmi Associate" and its partners herein to erect and or construct building/s as per revised sanction plan Vide Sanction plan No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality comprising of several flats, parking spaces, shops at their own costs and expenses on the aforesaid landed property mentioned in herein Schedule below and to dispose the Developers' allocations by way of sale or otherwise transfer to the intending purchaser or purchasers of the said flats, parking space and shops to be constructed thereon by "M/S. Vijaylakshmi Associate" herein Promoters/Builders/ Developers/ Contractors i.e the flats, parking spaces, shops and except owners' allocation and thereafter both parties have mutually agreed to carry on and agreed to complete the proposed project on the principal terms and conditions clearly defined below:-

The landowners being the First Party hereof as lawful owners of their said bastu land, now has become desirous of developing the said land by constructing there upon several blocks of multi-storeyed buildings and accordingly , by entering into this present agreement for development as well as by executing a registered development power of attorney agreed to authorise , empower and permit the party of the Second part hereof as Promoters/Builders/ Developers/ Contractors to proceed with the proposed development work on said premises in accordance with the aforesaid building plan of the Rajpur Sonarpur Municipality at the costs and expenses of the Promoters/Builders/ Developers/ Contractors hereto.



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**NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AS FOLLOWS:**

1. That the present Development Agreement for the development deemed to have been commenced on and with effect from the date of execution of this present i.e. the 8<sup>th</sup> day of March 2016 and shall be continued for the next 30 (thirty) months from the date of execution/ registration of this Agreement and Registered Development Power of Attorney cropped with peaceful possession of the vacant possession unless determined earlier in writing by either of the parties hereof in terms of the present development agreement.

2. In these present unless there is anything repugnant to or inconsistent with:

2.1 **OWNER/OWNERS:** The owners shall mean the said **PLEASANT HOMES** (Pan AAMFP1489Q), a partnership Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian Street, P.S. Barra Bazar , Kolkata - 700 001, represented by its Partners - **(1) SRI RAKESH KUMAR CHAMRIA** son of late Ram Niwas Chamria, of 35 Armenian Street, P.S. Barra Bazar, Kolkata - 700 001, **(2) SRI RAM NIWAS CHAMRIA (HUF)** a hindu undivided Family, represented by its Karta **SRI RAKESH KUMAR CHAMRIA** son of Late Ramniwas Chamria, of 35 Armenian Street, P.S. Barra Bazar, Kolkata - 700 001, **(3) SRI RAKESH KUMAR CHAMRIA (HUF)**, a Hindu undivided Family, represented by its Karta **SRI RAKESH KUMAR CHAMRIA** son of Late Ramniwas Chamria, of 35 Armenian Street, P.S. Barra Bazar, Kolkata - 700 001, **(4) SHIYAJI SILK MILLS PVT. LTD.**, a company registered under the companies Act, 1956 and having its registered office at 35, Armenian Street, Kolkata-700001 represented by its directors, **SRI RAKESH KUMAR CHAMRIA** S/o Late Ram Niwas Chamria or **SMT. SWETA CHAMRIA** w/o Shri Rakesh Kumar Chamria and further mean and include all his respective legal heirs, executors, administrators, representatives and/or assigns as the case may be.

2.2 **PROMOTERS/BUILDERS/DEVELOPERS:** Shall mean **(1) SRI NARAYAN CHANDRA GHOSH** (PAN NO. AGXPG8064F) son of Late Haran Chandra Ghosh residing at 1901, Mukundapur (E-20, Sammilani Park), P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 and **(2) SRI ANIL CHANDRA GHOSH** (PAN NO. AGKPG0595N) son of Late Surendra Chandra Ghosh, residing at 2081, Chak Garia (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park , Kolkata - 700 075 both by faith - Hindu, both by Occupation - Business, carried on under the name and style of **"M/S. VIJAYLAKSHMI ASSOCIATE "** a partnership firm, having its office at 1901, Mukundapur, (E-20 Sammilani Park), P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, hereinafter called and referred to as the **"PROMOTERS / BUILDERS /**



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**DEVELOPERS / CONTRACTORS"** and also include their respective heir or heirs, transferees, nominees, and their respective liabilities that is Promoters'/Builders'/Developers' liability for total construction thereon.

**2.3 LAND/PREMISES/HOLDING :** The said Premises shall mean all that piece and parcel of revenue paying plot of bastu land ad-measuring total area 18K-05Ch-00Sft more or less together with 500 Sft more or less brick built tiles shed building standing thereon at Rajpur Sonarpur Municipality holding No. 62, Netaji Subhas Road, Ward No. 26, Mouza: Rajpur, J.L.No. 55, R.S. Khatian No. 554, R.S. Dag No. 652, Pargana: Madenmollah, Touzi No. 251, Re. Su. No. 109, P.S. Sonarpur ,Dist. 24-Parganas(S), Kolkata-700149 particularly described in first schedule written herein after.

**2.4 BUILDING :**The Building shall mean all that several blocks of multi-storeyed buildings to be constructed by the promoters/builders/developers on the said bastu land in accordance with the revised sanction plan vide No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality within the time span of 30 (thirty) months from the date hereof at the costs and expenses of the builders/developers.

**2.5 OWNERS' ALLOCATION:** The landowners' Allocation shall mean free of cost allocation of All That 43% share of the total constructed /built up area of the proposed several blocks of multi-storeyed buildings so to be constructed on their land by the promoters /builders/ developers exclusively at their own costs, expenses and the detail of ALLOCATION are more particularly described in the second schedule , part - 1 written herein after .

**2.6 DEVELOPERS' ALLOCATION:** The Developers' allocation shall mean the remaining 57% share of the constructed /built up area of the proposed several blocks of multi-storeyed buildings (flat or flats, shop or shops and parking space or spaces) together with undivided and proportionate share of land thereto of said premises and more particularly described in the second schedule, part -II written here-in-after.

**2.7 COMMON FACILITIES:** The common areas shall mean such portions and /or areas of the land building and its constructed spaces specified for collective /common use and enjoyment by the occupiers of the building including the landowners hereof.

**2.8 COMMON EXPENSES :**The Common Expenses Shall mean the expenses so to be borne by the landowners hereof along with other flat / unit owners of the building for maintenance and operation of all common services, facilities, amenities, provisions and area attached to the land and building after handed over possession



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2.9 **BUILT UP AREA:** The built-up- area shall mean the area measuring at floor level of any Flat/unit taking the external dimension of the flat /unit including the area of balconies thereto excepting the walls separating one unit from the other of which 50% only to be added with proportionate share of Stair with stair head room Lift and lift head room and lobby.

2.10 The Present Agreement shall deem to have commenced with immediate effect i.e. from the date of execution of the present agreement. The present agreement is a exclusive permission by the landowners to the promoters/builders/ developers for proceeding with the development work on the said bastu land of the landowners by constructing there upon several blocks of multi-storeyed buildings in accordance with the revised sanction plan Vide Sanction plan No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality as well as upon strict observance of the terms and conditions so agreed to between the parties hereof and stipulated hereunder.

**3. THE LANDOWNERS REPRESENT AND DECLARE AS FOLLOWS;**

a) That the landowners hereof are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land /premises as collective lawful owners thereof.

b) That the said danga lands /premises are free from all encumbrances and the landowners have good, valid and lawful marketable title in all respect relating to the said premises.

c) That the said land /premises of the landowners are also free from all kind of charges, liens, lispens , attachment , trust , acquisition and requisition of any nature whatsoever .

d) That there is no excess vacant land at the said premises within the meaning of the urban land (ceiling and regulation) act , 1976 ,furthermore , the said premises is not the subject matter of any notice of attachment under the public demands recovery act.

e) That there is no bar legal or otherwise for the landowners to obtain the necessary consents and permission that may be required under the law of the land in dealing with the said premises in any manner whatsoever.

f) That the landowners as lawful owners of the said land/premises have had full right and authority to sign and execute the present agreement for development with the builders/ developers hereof.



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g) The owners declare that the original title deeds and relevant documents will be handed over to the Promoters/Builders/ Developers on this day for original verification and loan proposal, project approval from any Bank or any financial institute for its prospective buyers and as and when required for reasonable cause the owner shall receive title deeds on receipt, as mentioned in Annexure here-in-below and again return all such deeds to the PROMOTERS/ BUILDERS /DEVELOPERS immediately. The Promoters/Builders/ Developers do hereby agreed to give all the originals title deeds and relevant document back to the association of all flat owners immediately after giving possession of all the prospective buyers and owners also.

h) That the landowners till date neither created any mortgage, charge nor the said premises are attached with other encumbrances in any manner whatsoever.

i) That the landowners have not yet done any act, deed, matter or thing whereby or by reason whereof the development of the said premises by the builders/developers hereto may be prevented or affected in any manner whatsoever.

j) That there are no law suit and/or legal proceedings pending at present before any legal forum of the land either in the name of the landowners or in respect of their said land/premises or any part or portion thereof. Furthermore , no part or portion of the said land/premises of the landowners are affected and/or attached by any judgement , decree or order passed by any court of law.

k) That no portion of the said premises is at present affected by any notice of requisition and/or acquisition of any statutory authority and till date no notice or intimation of any such proceedings has been served upon the landowners.

l) That the owners shall execute this Development Agreement as also Register Development Power of Attorney in favour of the Promoters/Builders/ Developers so that the Promoters/Builders/ Developers shall at before any authority/authorities for getting further sanction, to deposit fees and other necessary papers for such sanction, to construct such flat system building thereon, to negotiate with the intending purchaser/purchasers of flat/flats to fix up the price of the flat/flats/parking spaces/shop/s at their own discretion and receive the booking money or advance payment/full consideration of the flat/flats in respect of the developers' allocation. To appear before any registration authority/authorities for registration of the said flat/flats , shop/s, car-parking space/s together with the undivided un-demarcated proportionate share of land after completion of the said building in favour of the nominee/nominees or respective buyer/buyers in respect of the Promoters'/ Builders'/ Developers' allocation only.



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m) The land owners or their intending purchaser or purchasers shall contribute proportionately for any cost involved for installation of Transformer, Generator, AC Gymnasium, CC Cam, Intercom, Water treatment Plant for the common benefit of the total project.

n) The land owners or their intending purchaser or purchasers are liable for cost and deposit of their main electric service meter proportionately.

o) The land owners or their intending purchaser or purchasers are liable for cost and deposit of their separate electric meter for regular connection.

p) The land owners or their intending purchaser or purchasers shall pay the service tax on their respective flat/flats, shop/shops and parking space/s.

**4. THE LANDOWNERS AND THE PROMOTERS/BUILDERS/DEVELOPERS BOTH HEREBY DECLARE AND COVENANT WITH EACH OTHER AS FOLLOWS:**

a) That in lieu of the consideration so mentioned in the second schedule , part-I written hereinafter, the landowners hereby grant permissive right and authority to the builders/developers to conduct the development work in respect of the said premises of the landowners by constructing thereon several blocks of multi-storeyed buildings in accordance with the revised sanctioned building plan vide No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality and such construction of buildings shall necessarily to be completed within the specified period of 30 (thirty) months from the date of execution of this Development Agreement.

b) It is Categorically agreed to between the parties hereof that, the promoters/builders/ developers hereto immediately after Execution of Registered Development Agreement and also Registered Development Power of Attorney, the promoters/ builders/ developers shall take all necessary step to start construction for Development on the said land.

d) This day on execution, the landowners hereof shall deliver constructive possession of their said bastu land and premises to the promoters/builders/ developers for immediate start of the proposed construction work of several blocks of multi-storeyed buildings thereon. On and from the date of handing over of such possession of the said bastu land and premises to the promoters/ builders/ developers, all municipal rates and taxes as also other outgoings in respect of the said premises till such time the possession of the landowners' allocation are being handed over, shall be borne and paid by the promoters/builders/developers. All outgoing on and from the date of delivery of possession of landowners' allocation shall remain be the liability of the landowners and to be payable by the landowners.



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e) That the promoters/builders/developers shall be authorised so far as necessary to apply for having temporary and permanent connections of drainage , sewerage , electricity , water supply and /or other utilities that may be required for the construction of building and enjoyment of the same for decent human habitation.

f) That the landowners and the promoters/builders/developers shall exclusively be entitled to hold, possess and enjoy their respective allocation in the building with further right to transfer and/or to deal with or dispose of the same without any claim, demand, right or interest therein of the other part and shall further not in any way interfere or disturb the quiet and peaceful possession of the other.

g) It is made clear that save and except the landowners' allocation so mentioned in second schedule, part- I written hereinafter, all other floors and flats, commercial spaces and parking spaces of the said proposed multi-storeyed buildings mentioned in second schedule, part-II will be treated as property lying under promoters'/builders' /developers' allocation and the developers shall dispose of in favour of the prospective buyer/s at such consideration or price that the developers may think fit and proper.

Save and except both landowners' and developers' allocation so mentioned in second schedule, part- I and part-II written hereinafter, if any excess saleable area found same shall be dispose of jointly on the basis of 43:57 ratio.

h) That the landowners hereof in connection with the present agreement for development as well as for all other related acts, deeds and things , sign and execute a registered development power of attorney unto and in favour of the promoters/builders/ developers hereto empowering there under to do and perform all such acts, deeds and things that are required to be done for developing the said premises by completing the construction work of several blocks of multi-storeyed buildings and also to sell the flats, units and other constructed spaces of the building fallen under developers allocation including delivery of possession thereof in favour of the prospective purchaser/s and vice versa.

i) The Promoters/Builders/ Developers shall have exclusive right to construct the building on the said land and premises at their own cost in accordance with the revised sanction plan Vide Sanction plan No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality, without any hindrances or obstruction from the owners or any person claiming through them. The type of construction, specification of materials to be used and the detailed design of the building shall be only as per the choice of the Promoters/Builders/ Developers. The Promoters/ Builders/ Developers hereby undertake to construct the building in accordance with the sanctioned building plan maintaining



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the rules and regulations of the Rajpur Sonarpur Municipality and shall use quality Building materials.

j. The Promoters/Builders/ Developers shall have exclusive right to construct the building /buildings on the said land and premises at their own cost.

k. The owners shall put the Promoters/Builders/ Developers in exclusive and undisputed possession of the said land and shall not in any way interfere with the possession of the Promoters/Builders/ Developers and shall not disturb or cause any obstruction in the construction or development of the said land. It is made clear that it shall be obligatory on the part of the owners to put the Promoters/Builders/ Developers in vacant possession of the said land in terms of this Agreement.

l. The promoters/ builders/ developers / contractors shall not raise any kind of loan from either any bank or any other financial institution whether private or public, on the said land for construction or any other purpose, only the Intending purchaser/s of the builders/developers and land owner shall take loan from any bank or any financial institution.

m. That both parties commit and undertake to play their role faithfully and sincerely and cooperate with each other in its true sense and in order to successfully complete the propose project

#### **6. DEALINGS OF SPACES OF THE BUILDING:**

a) The promoters/builders/developers shall on completion of the construction work of the buildings in accordance with the specifications stated hereunder as well as upon obtaining requisite building completion/occupancy certificate(subject to availability) from the concerned Municipal authority exclusively at its own costs and arrangements, put the landowners first in undisputed possession of the landowners allocation together with right and interest on all common areas, facilities, provisions and amenities attached to and available with the buildings and such common right and interest are to be enjoyed by the landowners jointly and severally along with the other owners of flat/unit or space of the building .

b) The landowners will be entitled to transfer or otherwise deal with the landowners' allocation of the building exclusively at their absolute discretion.

c) That the Promoters/Builders/Developers shall be exclusively entitled to the Developers' allocations in the said building with all other common right, facilities



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situated thereon with all exclusive right to deal with, enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever nature of the landowners and the landowners shall not in any way interfere with or disturb the quiet and peaceful possession of the developers' allocation.

d) Both the parties jointly decided that, out of their allocations surplus or less area will be payable @ of market price vice versa.

e) The promoters/builders/developers hereby agrees and covenants with the landowners not to do any act, deed or thing whereby the landowners will be prevented from occupying, enjoying, selling, assigning and/or disposing of any part or portion of the landowners' allocation in the said newly constructed buildings.

f) The Promoters/Builders/ Developers hereby undertakes to construct the Building diligently and expeditiously and to hand over the owner's allocation to the owner herein within 30(thirty) months from the date of signing of this instrument.

## 7. CONSIDERATION

1. In consideration having agreed to commercially exploit the said premises by constructing residential flat system building thereon in different blocks, the first party entitled to receive refundable amount of **Rs.50,00,000/00 (Rupees fifty lakhs only)** from the Promoters/ Builders /Developers.
2. The owners herein of the First Party shall be exclusively entitled to 43% of the total Sanction area on built-up area basis including covered parking or open parking spaces and commercial space as per revised sanction plan Vide Sanction plan No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality.  
(Built-Up Area= Covered area of the said flat + Prop. Share of stair, stair head, lift head room and lobby).
3. That the above mentioned amount herein **Rs.50,00,000/00 (Rupees fifty lakhs only)** so received by the First Party shall be refunded without any interest to the Promoters/Builders/Developers at the time of handover owners' possession with completion certificate from the LBS of the said project.
4. That the Second Party herein the Promoters/Builders/ Developers shall be entitled to 57% of the total sanction covered area on built-up area basis (flat/s and commercial space/s) and 57% covered parking space/ spaces or open parking space /spaces with other common right, facilities and service area including proportionate share of land hereinafter referred to as Promoters/ Builders/ Developers' allocation.



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(Built-Up Area= Covered area of the said flat + Prop. share of stair, stair head lift, lift head and lobby)

5. The promoters/builders/developers being the party of the Second part hereof shall be at liberty with exclusive right and authority to negotiate for the sale of floors/flats of the building under construction together with proportionate share of land attribute thereto excluding and excepting the floor / flat provided for landowners' allocation, with any prospective purchaser /s at such consideration and on such terms and conditions as the developers shall think fit and proper. The landowners hereto however without raising any objection , at the request of the developers if so required , shall execute and register the necessary deed of conveyance/s unto and in favour of the purchaser or purchasers towards sale of flats and/or units and spaces of the building as and when so called for by the promoters/builders/developers provided however that, the First Party as owners in all such deed of conveyance/s shall not claim or be entitled to claim any amount for such registration .

#### **8. BUILDING AND OTHER RELATED MATTERS:-**

8.1 The promoters/builders/developers shall at their own cost and risk make the construction and complete the multi-storeyed buildings at the said premises of the landowners in accordance with the sanctioned building plan with such materials and with such specifications so particularly mentioned in the third schedule hereunder written and that may be recommended by the architect from time to time.

8.2 Subject to as aforesaid, the decision of the architect regarding the quality of the materials so to be used for construction of the proposed building at the said premises of the landowners will be treated as final and the same will be operated with all its binding effect on the parties hereof .

8.3 The promoters/builders/developers shall install and erect in the said buildings at the developers' own cost pump set, tube-wells, water storage tanks, over-head reservoir, main electrical meter of the building including electrical wiring, fitting and installations and other provisions so required to be provided in a multi-storeyed buildings having self-contained flats and units and constructed for sale of flats /units on ownership basis.

8.4 The promoters/builders/developers shall at its own costs and expenses and without creating any financial or other liability upon the landowners construct and complete the proposed multi-storeyed buildings having several self-contained flats shops and parking space in accordance with the sanctioned building plan.



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8.5 On and from the date of taking over possession of the said premises by the promoters/builders/developers for starting the construction work of the said proposed buildings, any liability becoming due on account of municipal rates and taxes as also other outgoings in respect of the said premises for new construction of the building and till such time so long the possession of the landowners allocations are being handed over, shall be borne and paid by the promoters/builders/developers .It is made specifically clear that , all outstanding dues on account of municipal rates and taxes as also other outgoings in respect of the said premises till the date of handing over possession of the said premises to the promoters/builders/developers hereof in terms of the present agreement for starting the constructional work of the proposed building shall remain be the liability of the landowners and shall be borne and paid by the landowners as and when called upon by the developer without raising any objection thereto.

8.6 As soon as the building is completed, the promoters/builders/developers shall serve written notice to the landowners requesting to take possession of the landowners' allocation in the building. After 15 days from the date of service of such notice and at all time thereafter the landowners shall be responsible for payment of all municipal and statutory taxes , rates , duties and other impositions including regular payment of monthly maintenance charges that are payable in respect of the landowners allocation in the building . However, the said rates and charges shall be payable on pro-rata basis if the same is being levied on the building as a whole.

8.7 As and from the date of service of notice of possession and physical handover of the landowners allocation , the landowners shall also be held responsible to pay and bear and shall forthwith pay to the developers the service charges for the common facilities in the new building payable in respect of the landowners allocation. Such charges are to include proportionate share of premium for the insurance(if necessary) of the building , water , fire and scavenging charges ,expenses for sanitation , electricity renovation , replacement , repair and maintenance charges for the building and of all common wiring , pipes , electrical and mechanical equipments , pumps , motors and other electrical and mechanical installations , appliances and equipments , stair-ways , corridors , passage-ways , gardens , park-ways and other facilities whatsoever provided for common use of the occupants of the buildings .

8.8 Any transfer relating to any portion of the both Developers' and landowners allocation in the new building shall be subject to the provisions contained hereof and the respective transferee shall always be held responsible to honour all the terms and conditions of the present agreement without raising any objection there for.



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8.9 Both the promoters/builders/developers and the landowners herein shall enjoy their respective allocations /portions in the said Multi-storeyed buildings forever with absolute right and authority to hold , use , occupy , enjoy , transfer , sale , gift , mortgage and assign the same in any manner they like . All such right and authority of the parties hereto in no way could be taken off or infringed by either of the party under any circumstances.

9. **COMMON RESTRICTIONS;** The landowners' allocation in the proposed building shall be subject to the same restrictions as are applicable to the developer' allocation in the building intended for common benefit of all occupiers of the building which shall include as follows:

9.1 Both the parties hereof shall not use their respective allocation in the building or any portion thereof for carrying on any obnoxious , illegal and immoral trade or activity nor shall use the same in such manner that might have cause any nuisance or hazard to the other occupiers of the building .

9.2 After handed over possession both the parties and their purchasers hereof shall not demolish any structural alternation or addition without written consent of the Developers or Existing Committee of the building.

9.3 Both the landowners and the developers shall keep the interior walls, floors, sewers drains, pipes and other fittings and fixtures of their respective allocation in the building in good, running and workable condition so the same may not cause any damage to the buildings.

9.4 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner to free movement of users of the corridors and other places of common use in the building.

9.6 Both the parties hereto shall permit others agent, workmen and representative at all reasonable time to enter into other allocation and every part thereof for the purpose of repairing , maintaining , re-building ,cleaning , and keeping the building its common areas in good order and condition .

9.7 The Purchaser/s shall use their allocated flat for the purpose of Residential only and never can use the same as any commercial purpose like Hotel, Nursing Home, Show room whatsoever and shall not be entitled to keep any combustible or contra banned goods inside the flat save and except which are permissible by law that may



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be used for domestic purpose only and the owner's/occupiers shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any other illegal and immoral trade or activity. Nor use or allow the same to be used for any purposes, which may create a nuisance or hazard to the other occupiers of the building.

9.8 The owner or the Promoters/Builders/Developers or any of their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the owners / or the Promoters/Builders/Developers and other occupiers of the building as the case may be indemnified from and against the consequences of any breach.

9.9 That the owner / owners or the Promoters/Builders/Developers or any of their transferees shall permit the owners / developers or the Management / Society/ Association / Holding Organization or its servants and agents with or without workmen and other at all reasonable times to enter in the building and any part thereof and the owners or developer or any of their transferees as the case may be rectified immediately upon the receipt of such notice all such defects of which notice in writing shall be given by the Owner / Promoter/Builder/Developer or the Management / Society/ Association / Holding Organization.

10 The owners'/Occupiers shall not throw or accumulate any dirt, rubbish, waste or together refuse or permit the same to be thrown or allow the same to be accumulated in their flats or car-parking or any portion of the building or the Schedule Land or which the boundary of the complex. Flat owner's association after discussion with the member would propose and adopt a system so that all daily garbage, dirt, rubbish, waste would be collected by the labour of Rajpur Sonarpur Municipality, to be engaged for the dispose from each occupier in a healthy manner as per existing practice prevailing in the adjoining Flat/complex against in payment of charges as per schedule rate to be fixed up by the said authority.

10.1 That the Owners, the Promoters/Builders/Developers or any of their transferees shall permit the owners/developer or the Management/Society/ Association/Holding Organization and its servants and agents with or without workman or other at all the reasonable time into and upon their respective allocation and every part thereof for the



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purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition, any common facilities and/or for purpose of maintaining, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.

10.2 As soon as the Building is completed the Promoters/Builders/Developers shall give written notice to the owners to take possession of the owners' allocation in the said building complete in all respect and from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of all municipal taxes and other taxes and other impositions as whatsoever payable in respect of the said date and the Promoters/Builders/ Developers shall be exclusively responsible for payment of all the said taxes, payable in respect of the Promoter/Builder/Developer's allocation.

10.3 That the purchaser/purchasers hereby agreed and undertake to be a member of Flat/Unit owner's Association also abide by all terms and condition of this agreement and others terms and condition made by the flat owner's association provided to all purchasers/occupiers.

10.4 That the purchaser/s shall pay the cost for the preparation of agreement for sale (either Registered or un-Registered)/Sale Deed or Deed of Conveyance or in such Deed of Transfer of Transfer which will be Executed and Registered in the Proper Registration office by the Advocate of the Developers, along with fees and charges for stamp duty, Registration fees and all other identical charges shall be borne by the purchaser/s and then the Developers shall give Registration of the said Deed of Conveyance or other in favour of Purchaser/s and also procure the Execution of the said Deed of Conveyance/others and the Purchaser/s in this connection shall pay the legal fees to the Developers' advocate for all documentation.

10.5 Each of the above party shall keep other party indemnified from against any losses and damages whatsoever by such Act/violation of the terms and condition of this Agreement.

10.6 That the owner's and all the occupiers of the building shall be proportionately borne all expenses for maintenance, repairing in respect of the Common Parts of the said building/complex and also all expenses for running and operating all common