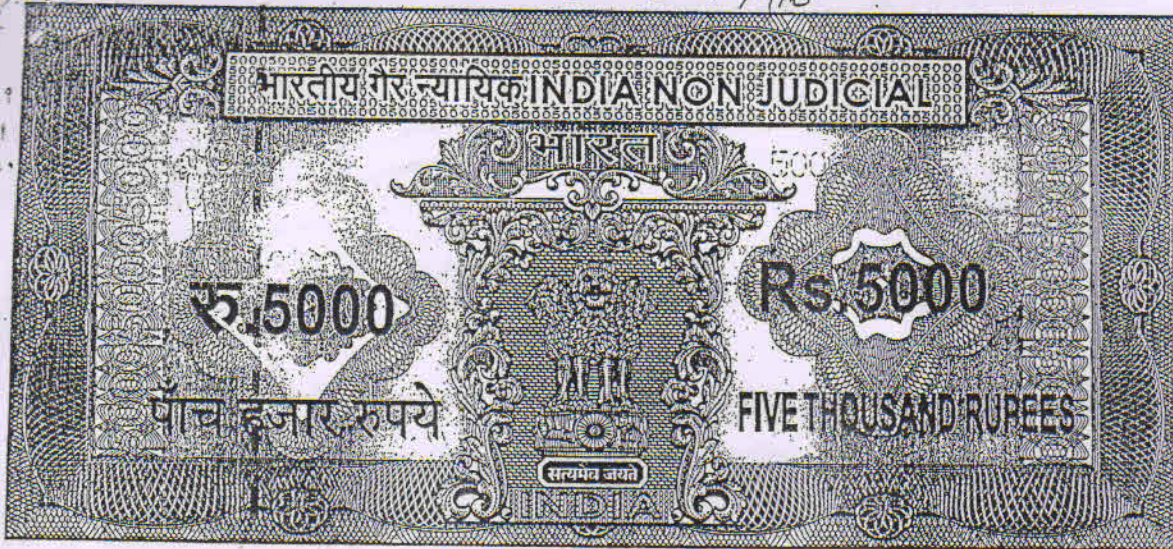


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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attached with the document is
 retained to registration. The
 signature sheet, sheet & the
 endorsement sheet, sheets
 attached with the document
 are the part of this document

19
 Additional District Sub-Registrar
 Sonberur, North 24-Parganas

22 FEB 2016

Development Agreement

THIS DEED OF AGREEMENT made this 22 day of 02
 2016

BETWEEN

SREE SAI CONSTRUCTION

Chamara Mondal

Partner

0-9-22

2

(1) **SHANTI DEY**, (PAN -), wife of Late Nagendra Nath Dey, (2) **SANTOSH KUMAR DEY**, (PAN) son of Late Nagendra Nath Dey, (3) **CHAMELI DUTTA**, (PAN -) wife of Late Nikhil Dutta and daughter of Late Nagendra Nath Dey, (4) **RUPA BOSE**, (PANAYIPB4378 C) wife of Somnath Bose and daughter of Late Nagendra Nath Dey, (5) **CHAITALI PAL**, (PANCYZPP3322F), wife of Prasenjit Pal, daughter of Late Nagendra Nath Dey, all are by faith - Hindu, by occupation No.2 Service, and 1,3,4 and 5 housewife, by nationality - Indian and all are residing at 2, No. DB Nagar, Sodepur, Kolkata - 700 110, P.O. - Sodepur, hereinafter referred to as the "OWNERS" (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the ONE PART/FIRST PARTY.

AND

"SREE SAI CONSTRUCTION", (PAN-ACXFS6945H) a partnership firm having its Principal place of business at No.2 Desh Bandhu Nagar Colony, Iswar Chatterjee Road, P.O.-Sodepur, P.S. - Khardah, District 24 Parganas (N), Ward No.14, under the Panihati Municipality, represented by its partners viz. (1) **SRI SUSANTA SADHUKHAN**, son of Sri Madan Mohan Sadhukhan, by faith - Hindu, by

occupation- Business and presently residing at 242/2E/H/3, A.P.C. Road, Kolkata - 700 014, (2) **SRI SAMAR MONDAL**, son of Late Jaydev Mondal, by faith - Hindu, by occupation- Business and presently residing at Sukchar Sasadhar Tarafdar Road, Kolkata - 700 115, (3) **SRI DHARMENDRA PANDEY**, son of Late Laxmikanta Pandey, by faith - Hindu, by occupation- business, residing at Ichhapur, Uttar Paschim Para, Howrah- 711 104 AND (4) **SRI RITESH JAISWAL**, son of Deep Chand Jaiswal, by faith - Hindu, by occupation- Business, residing at 16, Balai Singha Lane, Kolkata - 700 009, hereinafter called the **DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, administrators, legal representatives and/or assigns) of the **SECOND PART / SECOND PARTY**;

WHEREAS Sri Nagendra Nath Dey, son of Late Rajendra Nath Dey was the recorded owner of land measuring 3 Cottahs 12 chittacks, and he purchased his land from the Governor of the State of West Bengal under the provisions of L.D.C. Act, 1948, L.A. Act -1, of 1994 by way of a registered gift deed which was

recorded in Book No. I, Volume No. XII, pages 257 to 260 being 1965 of 1984 at Barasat.

AND WHEREAS after the death of Nagendra Nath Dey the aforesaid property inherited his wife Shanti Dey, one son Santosh Kumar Dey and four daughters Chameli Dutta, Chaitali Pal, Shyamali Mitra and Rupa Bose.

AND WHEREAS thereafter the aforesaid legal heirs mutated their names in the record of Panihati Municipality and paying taxes regularly.

AND WHEREAS while they enjoying their aforesaid property the aforesaid Shati Dey, Santosh Kumar Dey, Chemeli Dutta, Chaitali Pal and Rupa Bose desire to gift their land measuring 9 chittacks 22 sq.ft. more or less out of 3 cottahs 12 chittacks to Smt. Shyamali Mitra by way of registered Deed of Gift which was recorded in Book No. I, C.D. Volume No. 1524/15... Page 1151B. to 1155B... Being No. 4466 for the year 2014 at A.D.S.R. Sodepur.

AND WHEREAS that after execution of deed of Gift Shyamali Mitra will become the absolute owner of land measuring 9 chittacks 22 sq.ft. and rest land measuring about 3 cottahs 2

chittack 23 sq.ft. will be absolutely enjoying the other legal heirs, Shanti Dey, Santosh Kumar Dey, Chemeli Dutta, Rupa Bose and Chaitali Pal.

AND WHEREAS the owners namely Shanti Dey, Santosh Kumar Dey, Chameli Dutta, Rupa Bose and Chaitali Pal are not getting any time due to their personal problems desire to construct over their joint property stated in the Schedule hereunder given and the developer herein is a well establish and reputed building contractor having practical knowledge and experience of construction of multistoried building and sound financial possession to build multistoried building having self sufficient and/or self contained residential flats/ apartments, as such the owners and the developer here to have been mutually settled to build a multistoried building over the said property and entire into this agreement.

AND WHEREAS both the parties desire avoid any future misunderstanding between the themselves and under above facts and circumstances the parties thereto agree and covenant with each other on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BETWEEN THE PARTIES as follows:-

ARTICLE - I
DEFINITION

- 1) OWNERS : (1) **SHANTI DEY**, wife of Late Nagendra Nath Dey, (2) **SANTOSH KUMAR DEY**, son of Late Nagendra Nath Dey, (3) **CHAMELI DUTTA**, wife of Late Nikhil Dutta and daughter of Late Nagendra Nath Dey, (4) **RUPA BOSE**, wife of Somnath Bose and daughter of Late Nagendra Nath Dey, (5) **CHAITALI PAL**, wife of Prasenjit Pal, daughter of Late Nagendra Nath Dey, all are by faith - Hindu, by occupation No.2 Service, and 1,3,4 and 5 housewife, by nationality - Indian and all are residing at 2, No. DB Nagar, Sodepur, Kolkata - 700 110, P.O. - Sodepur.

2) DEVELOPER

: "SREE SAI CONSTRUCTION", a partnership firm having its Principal place of business at No.2 Desh Bandhu Nagar Colony, Iswar Chatterjee Road, P.O. - Sodepur, P.S. - Khardah, District 24 Parganas (N), Ward No.14, under the Panihati Municipality, represented by its partners viz. (1) **SRI SUSANTA SADHUKHAN**, son of Sri Madan Mohan Sadhukhan, by faith - Hindu, by occupation- Business and presently residing at 242/2E/H/3, A.P.C. Road, Kolkata - 700 014, (2) **SRI SAMAR MONDAL**, son of Late Jaydev Mondal, by faith - Hindu, by occupation- Business and presently residing at Sukchar Sasadhar Tarafdar Road, Kolkata - 700 115, (3) **SRI DHARMENDRA PANDEY**, son of

Laxmikanta Pandey, by faith - Hindu,
by occupation- business, residing at
Ichhapur, Uttar Paschim Para,
Howrah- 711 104 AND (4) SRI
RITESH JAISWAL, son of Deep Chand
Jaiswal, by faith-Hindu, by
occupation- Business, residing at 16,
Balai Singha Lane, Kolkata - 700 009.

3) LAND

: Described in the schedule hereunder
written.

4) BUILDING

: Means building to be constructed on
the schedule property in accordance
with the plan to be sanctioned by the
Panihat Municipal Corporation in the name of
the Owners at the cost of the Developer
absolutely.

5) ARCHITECT

: Shall mean person/ firm appointed or
Nominated by the Developer/ Promoter
for construction of the proposed
building.

- 6) BUILDING PLAN : As per Plan to be sanctioned by the Panihati Municipality, construction should be made according to sanctioned plan.
- 7) TIME : Shall mean the construction to be completed within 36 (Thirty Six) months from the date of sanctioning plan from the Panihati Municipality.
- 8) COMMENCEMENT : This agreement shall deem to have commenced with effect from the date of sanction of the plan from Panihati Municipality.

ARTICLE - II

CONSIDERATION

(1) SHANTI DEY, (2) SANTOSH KUMAR DEY, (3) CHAMELI DUTTA, (4) RUPA BOSE, (5) CHAITALI PAL, (1) Shanti Dey will get a self contained flat measuring 560 sq.ft. covered area with stair case situated at North-East portion at ground floor, (2)

Shanti Dey

Santosh Kumar Dey will get a self contained flat measuring 560 sq.ft. covered area with stair case situated at ~~North-West portion at first floor~~, (3) Rupa Bose will get a self contained flat measuring 560 sq.ft. covered area with stair case situated at ~~North West portion at ground floor~~, (4) Chameli Dutta will get a self contained flat measuring 560 sq.ft. covered area with stair case situated at ~~North East portion at first floor~~, (5) Chaitali Pal will get a self contained flat measuring 560 sq.ft. covered area with stair case situated at ~~South West portion at ground floor~~.

ARTICLE - III

PROCEDURE

1. The Owners shall execute a ~~Developer's~~ Power of Attorney as may be required for the purpose of obtaining sanction of the building plan, all necessary permission and sanction from different authorities in connection with the construction of the Building for perusing and following up the matter with the statutory authorities and to do all acts, regarding construction works and also negotiate with the prospective buyers to enter into agreement for sale and to receive consideration money from the buyers for the developers' allotted area only and as well as

for fulfillment and smooth completion of the entire project as well as for procuring finance for the purpose of the completion of the project. During continuation of the agreement the Owners shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the developer subject to observe the condition that the Developer will perform all covenant and condition herein contained.

2. That immediately after execution of these presents and as well as after sanctioning of the plan by the Competent authority the Owners shall hand over vacant possession of the land to the developer to have access to the land for the purpose of development, soil testing etc. and further permit the developer to place hoardings to keep building materials and allow the men and agents of the developer to stay residing in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

ARTICLE - IV

DEVELOPERS' OBLIGATION

1. The Developer shall construct the building in terms of this agreement and in accordance with the plan to be sanctioned by

the Panihat Municipality with schedule thereof. The Developer will follow building rules and use good quality of building materials for raising construction as per advice of the engineer.

2. The Developer shall complete the construction works within 36 (Thirty Six) months from the date of sanctioning plan by Panihati Municipality. The period of construction will be extended for further period of 6 months if there is any force major natural calamity, it is expressly agreed that time is the essence of this contract.

3. It is agreed by and between the parties hereto that the developer shall be entitled to enter into an agreement for sale in respect of developers' allocation with the intending purchaser or purchasers and to receive the money/moneys from them for the Developers' allocation.

4. The Developer will not violate or contravene any of the provisions or rules applicable for construction of the Building.

5. The Developer shall put its respective signatures in every Deed of Conveyance in the name of the respective Purchaser to be prepared by the Developers' advocate as Confirming Party.

6. The Developer will supply a copy of sanctioned plan to the Owners after obtaining sanctioned building plan from the Panihati Municipality within 2 (Two) months from the date of execution of this agreement.

7. The Developer has agreed to take all possible steps and measures so that the building plan is submitted before the Panihati Municipality for sanction within 2 (two) months from the date of execution of this agreement.

ARTICLE - V
TITLE DEEDS

The Owners shall keep ready all original documents and the title deeds with him and on execution of these presents shall hand over all original documents and title deed/deeds to the developer or its advocate against proper accountable receipts as and when the same shall be required.

ARTICLE - VI
COMMON FACILITIES

1. Shall mean and include corridors, stairways, water supply, electricity, sewerage connection, passage way, if any,

drive ways, lavatories, to be provided by the Developer in the new building.

2. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said building due as and from the date of handing over vacant possession of the said property or part of it by the Owners to the developer. If there be any dues or property taxes or any other taxes regarding the property before the date of handing over the said property to the Developer that would be borne by the Owners.

3. The Owners shall not do any act, deed or thing whereby the Developer shall be prevented from construction of the said building, subject to the terms and conditions of the agreement observed by the developer.

MISCELLANEOUS

1. The Owners and the Developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners, but as joint venture between the parties hereto.

2. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served upon the Owners if sent to him under registered post with acknowledgement due at the address given in this agreement or to his subsequent or changed address.

3. That Owners hereby fully agree and consented to that the Developer shall have the right to advertise, fix hoardings or signboards of any kind relating to publicity for the benefit or commercial use of the new building from the date of execution of this agreement upon completion of this building or earlier and shall such advertisement and hoarding shall be cleared of by the Developer at its own cost.

4. The original agreement and original copy of the deeds in respect of the same property shall be kept at the office of the Developer or in the office of the agent for the inspection of the intended purchaser/purchasers as and when required by the Developer.

5. The land Owners hereby declare that in his absence the legal heirs and successors will be bound by the terms and

conditions of this agreement and will co-operate with the Developer for completion the project as per provision of law.

6. This agreement must be time bound and not forever.
7. This agreement shall automatically terminate after completion of the project within specified time and handing over possession of the flats as herein before mentioned within 36 months from the date of sanctioning plans.
8. Shifting rent will be provided by the Developer to the owner with minimum Rs.4000/- per month till handing over possession at the flats to the owner.
9. Power of Attorney and Development Agreement must be registered by the Developer.
10. Completion Certificate will be provided by the developer to the owner after completion at the proposed building.

JOINT OBLIGATION

1. The Developer shall develop and construct a FAR of the building on the said land in accordance with sanction plan and

as per Panihati Municipality rules after utilizing the available F.A.R. as per present rules in vogue.

SCHEDULE OF THE PROPERTY

ALL THAT bastu land measuring 3 Cottahs 2 Chittacks 23 sq.ft. situated at Mouza - Sodepur, J.L. No.8, E.P. No. 57, S.P. No. 228, C.S. & R.S. No. 488, 486 (P), Ward No. 14, Holding No.33, and premises No.2, D.B. Nagar under Panihati Municipality, P.S. Khardah, P.O.-Sodepur, District North 24 Parganas, butted and bounded as follows :-

ON THE NORTH	:	Colony 6' wide Road.
ON THE EAST	:	S.R. 257.
ON THE SOUTH	:	S/R 226 and 227
ON THE WEST	:	16' wide Colony Road.

SPECIFICATION OF WORKS

a) WALLS

: Brick masonry will be of 8" thick; portion walls will be of 5" and 3" thick with a minimum height as per sanctioned plan and is to be cement

3 = 2 = 23

plastered inside surface will be made smooth with plaster of Paris.

- b) DOOR : Door frame will be made of Sal wood, the doors will be finished by Ply wood.
- c) WINDOW : Aluminum window with M.S. Grill & glass.
- d) FLOORING : All Flooring will be common.
- e) KITCHEN : Black stone cooking platform will be provided in kitchen and 2'ft height over and above the kitchen cooking platform will be fitted with ceramic glazed tiles apart from providing one sink and two tap connection one ceramic wash basin would be fitted in any suitable place in the flat.
- f) TOILET : Bath room will be provided with Indian type pan /commode with a marble flooring and P.V.C. Door ceramic glazed tiles upto a height of 6' in all four sides of the walls.


- g) ELECTRICAL : Concealed wiring with adequate number of electrical points will be provided in the flat. 1 A.C. and Geysler point.
- h) PLUMBINGS : All plumbing, sanitary fittings, water line must be of good and standard /ISI quality and made of PVC.
- i) EXTRA WORKS : Any works required to be done other than as stated in our salient factures shall be charged extra and for which the payment will have to be made in advance before the execution of such works by the owners.
- j) Painting : Outside wall with primer and weather Coat Internal wall by plaster of Paris with valvet touch colour.

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

WITNESSES :

1. PROSERJIT DUTTA
SOJEPHY NEW COLONY
NORTH 24 PGS KHAYDA

2. Joyjit Bork
Delapara, Memari
Burdwan.

1:  L.T.I. (Identified)
Attested by me Som Nath Bose
L.T.I. Shantidev (by the pen of)
2. Sanjay Kumar Sen
3. Chandelt Dutt
4. Pooja Bose
5. Chetali Paul

SIGNATURE OF THE FIRST PARTY

1. Shwanta Sadhan
George Mondal
Dharmendra Panda
Ritesh Jaiswal.

SIGNATURE OF THE DEVELOPERS

Drafted by me:

Pramathes Sarkar

PRAMATHES SARKAR
Advocate
High Court, Calcutta

W.P. 833/1982