



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

08AB 557730

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made on this 25<sup>th</sup> day of May 2017.

(Two Thousand Seventeen)

**BETWEEN**

(1) RADICAL NIRMAN PVT. LTD., a Private Limited Company, incorporated under Indian Companies Act, 1956, AADCR 5694P, having it's Office at 78, Bentick Street, P.S.

RADICAL NIRMAN PVT. LTD.

Mayank Todi

Director

Todi Infrastructure Pvt. Ltd.

*Asish*

Director



RADICAL NIRMANS PVT. LTD.

Mayank Todi

Director

Bowbazar, Kolkata 700 001,<sup>2</sup> represented by it's Director SRI MAYANK TODI (PAN – ABVPT 0085C) son of Sri Bimal Kumar Todi, by faith Hindu, by occupation Business, by Nationality Indian, residing at 67, Gobindopur Road, P.S. Lake, Kolkata 700 045, District 24 Parganas (South), (2) TODI INFRASTRUCTURE PVT. LTD., a Private Limited Company, incorporated under Indian Companies Act, 1956, PAN – AACCT 8548F, having it's Office at 78, Bentick Street, P.S. Bowbazar, Kolkata 700 001, represented by it's Director SRI ADITYA TODI (PAN NO. ABUPT9283D), son of Late Satya Pal Todi, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/51, Prince Gulam Md. Shah Road, Kolkata 700 033, P.S. Jadavpur, hereinafter referred to as the "OWNERS" (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/ interest, administrators, successors-in-office and assigns) of the ONE PART

-AND-

RADICAL NIRMANS PRIVATE LIMITED (PAN AADCR5694P), a Company incorporated under Indian Companies Act, 1956, having its registered office at 78, Bentinck

Todi Infrastructure Pvt. Ltd.

Aditya Todi

Director

Street, Post Office – GPO Kolkata, Police Station - Bow Bazar, Kolkata 700 – 001, hereinafter referred to as the “DEVELOPER” (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/ interest, administrators and assigns) of the OTHER PART, being represented by one of its Directors, namely, MAYANK TODI (PAN – ABVPT 0085C) son of Sri Bimal Todi, by religion - Hindu, Nationality – Indian, by occupation Business, residing at 67, Gobindopur Road, P. S. and P.O. Lake, Kolkata 700 045.

WHEREAS in the Year 1974 dated 9.10.1974 one Sri Satya Kinkar Biswas purchased ALL THAT piece and parcel of 20 Decimals of land lying and situated in R.S. Khatian No. 54, R.S. Dag No. 696, from it's predecessor Owner Smt. Basanti Biswas by virtue of a registered Deed of Sale at or for consideration price written therein duly registered in the Office of SR at Sonarpur and incorporated therein in Book No. 1, Volume No. 66, Pages 139 to 141, Being No. 4176 for the Year 1974.

AND WHEREAS due course of time the then Owner Satya Kinkar Biswas transferred the said land unto in favour of his son

RADICAL NIRMANS PVT. LTD.

Mayank Todi

Director

Todi Infrastructure Pvt. Ltd.

Asst. Dir.

Director

RADICAL NIRMANS PVT. LTD.

*Mayank Todi*

Director

Sri Biswajit Biswas by virtue of registered Deed of Gift duly registered in the Office of ADSR at Sonarpur dated 1.6.1981 and incorporated therein in Book No. 1, Volume No. 42, Pages 277 to 281, Being No. 2798 for the Year 1981.

AND WHEREAS thereafter the aforesaid Biswajit Biswas for his urgent need of money transferred a portion of the said land being the Land Measuring 2 Cottahs lying in R.S. Dag No. 696, Being Plot No. 64, unto in favour of one Rup Kumar Bose by virtue of a Registered Deed of Sale duly registered in the Office of ADSR at Sonarpur dated 5.4.1994 being Deed No. 1011 for the Year 1994.

AND WHEREAS it is also more fully stated that an area of land measuring 25 Decimals lying in R.S. Khatian No. 85, R.S. Dag No. 692, was owned by aforesaid Satya Kinkar Biswas by succession from it's predecessor and while enjoying the same after paying relevant taxes outgoings the said Satya Kinkar Biswas transferred the said land unto in favour of its son Sri Biswajit Biswas by virtue of registered Deed of Gift duly registered in the Office of ADSR at Sonarpur dated 1.6.1981, and recorded therein in Book No. 1, Volume No. 42, Pages 277 to 281, Being No. 2798 for the Year 1981. Thereby said Biswajit Biswas entitled

Todi Infrastructure Pvt. Ltd.

*Aditya*

Director



to the said Land lying in Dag<sup>5</sup> No. 692 along with the land measuring 20 Decimals and other lands lying in Dag No. 696, thereby in the Year 1984 dated 5.4.1994. The said Biswajit Biswas transferred an area of 1 Cottah 8 Chittacks 25 sq.ft. of land lying in R.S. Dag No. 692 and transferred 1 Cottah 10 Chittack of land lying in R.S. Dag No. 696, in total land measuring 3 Cottah 2 Chittacks 25 sq.ft. being Plot No. 63 unto in favour of Smt. Sadhana Ghosh Dostidar, by virtue of registered Deed of Sale recorded in the Office of ADSR at Sonarpur, being No. 1013 for the Year 1994.

AND WHEREAS in the aforesaid manner said Rup Kumar Bose and said Smt. Sadhana Ghosh Dostidhar jointly entitled to ALL THAT landed property measuring more or less 5 Cottahs 2 Chittack 25 sq.ft. in total being Scheme Plot No. 63 & 64, lying in Mouza Ramchandrapur, R.S. Khatian No. 54 and 85, R.S. Dag No. 692 & 696, within P.S. Sonarpur, District 24 Parganas South.

AND WHEREAS in due course of time two separate Owners namely Rup Kumar Bose and Smt. Sadhana Dostidar entitled their respective measurement and separate Plot Numbers of the land lying side by side as per their mutual understanding

their benefits jointly and individually<sup>6</sup> sold, transferred their respective land making into a single land measuring more or less 5 Cottahs 2 Chittacks 25 sq.ft. (3 Cottahs 10 Chittacks plus 1 Cottah 8 Chittacks 25 sq.ft.) unto in favour of the Vendors herein at or for consideration price written therein by virtue of registered Deed of Sale duly registered in the Office of ADSR at Sonarpur and incorporated in book No. 1, C.D. Volume No. 13, Pages 3569 to 3586, Being No. 04503 for the Year 2010 of the said Office.

AND WHEREAS as aforesaid the son of Satya Kinkar Biswas namely Biswajit Biswas entitled to 20 Decimals of land along with other land got from his father by virtue of Gift further more it is pertinent to mentioned here that one Atul Chandra Biswas during his life time entitled to vast area of landed property lying in R.S. Khatian No. 85, 86 and 54, and after his death his two sons, two daughters and only wife namely Satya Kinkar Biswas, Amar Chandra Biswas, Bimala Koyal, Nirmala Naskar and Ananda Moyee Biswas entitled to the said property left by deceased Atul Chandra Biswas.

AND WHEREAS said Amar Chandra Biswas died intestate un-married and issueless as such the mother of deceased Amar

Chandra Biswas entitled to the <sup>7</sup> property left by her son their by said Anandamoyee Biswas, Bimala Koyal, Nirmala Naskar transferred their respective share of the undivided property unto their favour son and brother namely said Satya Kinkar Biswas who after becoming the sole Owner of the property transferred the entire land unto in favour of his son Sri Biswajit Biswas in the Year 1981 by virtue of registered Deed of Gift recorded in the Office of Sonarpur, being No. 2798 for the Year 1981.

AND WHEREAS the said Biswajit Biswas improved the total land after making proper arrangement for common path and passage and other facilities in respect of the land lying in R.S. Dag No. 692 and 696, it is also pertinent to mentioned herein that one Jayanta Banerjee was registered Agreement Holder of the property, which agreement was registered in the Office of S.R. Sonarpur, vide No. 5607 dated 21.7.1993 as such the said Jayanta Banerjee and Owner of the property Biswajit Biswas transferred and sold ALL THAT total 5 Cottahs 13 Chittacks 25 sq.ft. of land out of which 1 Cottah 4 Chittacks lying in R.S. Dag No. 696, being Plot No. 61, and 1 Cottah 7 Chittacks lying in the Plot No. 62, duly registered in the Office of ADSR at Sonarpur, Being No. 51 for the Year 1995 and also transferred 1 Cottahs 8 Chittacks and 1 Cottah 10 Chittacks 25 sq.ft. by virtue of a registered Deed of Sale, being



No. 1009 for the Year 1994 in <sup>8</sup> such manner the then Owner Anita Chatterjee became the absolute sole Owner in respect of total land measuring more or less 5 Cottah 13 Chittacks 25 sq.ft.

AND WHEREAS duly said predecessor Owner Smt. Anita Chatterjee for her urgent need of money sold, transferred and conveyed the total land 5 Cottahs 13 Chittacks 25 sq.ft. being Scheme Plot No. 61 and 62, lying Dag No. 692 and 696, unto in favour of present Vendors by virtue of a registered Deed of Sale duly registered in the Office of ADSR at Sonarpur and recorded therein in Book No. 1, C.D. Volume No. 26, Pages 1977 to 1991, Being No. 10333 for the Year 2010.

AND WHEREAS after such purchased said the then Vendor transfer the said plot of land to Todi Infrastructure Pvt. Ltd. and Radical Nirman Pvt. Ltd. through a registered Deed of Sale which was registered in the Office of DSR -IV at Alipore and recorded therein vide Book No. 1, C.D. Volume No. 12, Pages 288 to 311, Being No. 02078 for the Year 2014 of the said Office.

AND WHEREAS the Owners retain the absolute right title over the same and to enter into any Agreement or transaction with

RADICAL NIRMANS PVT. LTD.

*Mayank Todi*

Director

Todi Infrastructure Pvt. Ltd.

*Abhishek*

Director

any Part without any objection or obstruction from any corner whatsoever.

AND WHEREAS in pursuance to the above facts and circumstances the Owners herein have decided to construct a G + 4 Storied building on an over a SCHEDULE -A land (hereinafter called said land) and for such intention made a proposal to the Developer herein to construct such building at the cost and burden of the Developer with a clear understanding to divide the Owners and Developer's Allocation and the Developer shall be entitled to sell and dispose his allocation at his decided price for which the Owners shall have no objection.

AND WHEREAS the Developer herein being learnt the proposal of the Owners and after negotiation agreed to construct such building at his cost and burden on and over the said land under the terms that the total constructed area in kind of flats / car parking / and other saleable spaces shall be sold out to the Intending Purchaser or Purchasers at the rate as decided by the Developer herein.

RADICAL NIRMANS PVT. LTD.

*Mayank Todi*

Director

Todi Infrastructure Pvt. Ltd.

*Ashish*

Director

AND WHEREAS to avoid future dissention this agreement is made as per following:-

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed made between the Parties hereto as per following terms and conditions:-

1. That the Developer shall develop the said land described in the Schedule "A" at his cost and burden and the Owners hereby agreed to entrust and handover vacant possession to the Developer, the work and right of development of the said property described in the Schedule hereunder written on the terms hereinafter contained.

2. The Developer hereby agrees to develop the said property by construct a G + 4 Storied building comprising six flats in each floor and other areas on the said property in modern style and fashion, obtaining building sanctioned plan, being Vide No. 461/591/KMDA dated 28.03.2017 from the concerned, Bonhooghly Gram Panchayet -1.

3. In consideration of the Owners having agreed to entrust to the Developer for development of the said property described in

the SCHEDULE "A" hereunder <sup>11</sup> written and to confirm upon the developer the rights, powers, privileges and benefits.

4. This Agreement will not be treated as a partnership between the Owners and the Developer and the Developer is engaged by the Owners to Develop the said land as aforesaid.

5. That the Owners hereby indemnify that they are full and absolute owner of the said property and that the property is not subject matter to any mortgage, charge or any other encumbrance and free from all encumbrances, liens and lispendences.

6. That the Developer shall complete and hand over the Owners Allocation within 36 months after sanction Building Plan from the Local Bonhooghly Gram Panchayet -1.

7. a) THE LAND shall mean the land more fully described in the Schedule "A" hereunder written.

b) THE BUILDING shall mean the G + 4 Storied building comprising of six flats on each floor and other spaces with all common and easement right.

c) COMMON AREAS all the common areas such as path and passages, stair case, landing, open space, boundary wall, septic

tank, water reservoir,<sup>12</sup> underground and overhead water tank, corporation water ultimate roof and rain and drain water pipe, sewer and sewerage and other common areas with common lights and fittings with the proportionate expenses for the maintenance of the common areas. The land underneath the said property shall remain unpartiable all the time.

d) ARCHITECT – shall mean the Architect as may be appointed by the Developer as Architect for the proposed building.

e) ADVOCATE – shall mean such advocate as may be appointed by the Developer and Owners as per their choice for this Project.

8. OWNERS ALLOCATION – a) shall mean that the Owners shall get one self residential flat on the third floor, south east side measuring more or less 894 sq.ft. super built up area alongwith 100 sq.ft. covered car parking space ground floor of the said building.

b) DEVELOPER'S ALLOCATION - The Developer will get entire First Floor and Second Floor and Fourth floor and rest portion of the Third Floor (except Owners Allocation) on the said building, car parking and un-partiable land together with all



common areas shall be treated as Developer's Allocations for disposal at his decided price to the Intending Purchase/s for which the Owners shall have no objection in present or in future.

9. THE AGREEMENT shall take effect from the date of execution of this Agreement.

10. THE OWNERS DECLARE as follows:-

a) That the Owners are the absolute owners and seized and possessed of and / or well and sufficiently entitled to the said property as described in the SCHEDULE 'A' below.

b) That the said property is free from all encumbrances charges attachments, trust, acquisition, requisitions, being ALL THAT Piece and Parcel of Bastu land situated within P.S. Sonarpur, under R.S. Dag No. 696 and 692, R.S. Khatian No. 54 and 85 corresponding to L. R. Khatian No. 2657 and 2658 and L. R. Dag No. 787 and 783, J.L. No. 58, R.S. No. 196, Touzi No. 110 within Mouza Ramchandrapur, District 24 Parganas (South).

c) That the Owners hereinbefore had not entered by any agreement with any third party nor the property is a mortgage property with bank or any other institute.

d) The Owners shall sign and execute all the relevant papers for construction work whenever asked for and shall not create disturb the Developer in the project and shall not interfere with the work till the construction is over, by any means or manner. That the Owner also executes a registered Power of Attorney for Development in favour of the Developer for this project.

11. THE DEVELOPER DECLARE as follows:-

a) That he shall construct the G + 4 Storied Building on and over the Schedule "A" property at his cost and responsibility and the Owners shall not bear a single money for the project.

b) That the Developer shall construct the building with first class materials and shall co-operate the Owners for her necessary enquiry.

c) That the Developer shall be entitled exclusively to manage supervise, control all and every act for the purpose of developing the said property for construction of Three Storied building and having right to install hoarding in the site with right to invite Purchaser/s for the sale of Developer's Allocation through media, agent etc.

d) That the Developer shall handover the Owners' Allocation on first preference basis within 36 months from the sanction plan from the Local Bonhooghly Gram Panchayet -1.

12. That this agreement shall stand valid by the heirs and successors of the respective parties as per condition written hereinabove.

13. The Owners shall not cause interference or hindrance whatsoever in the construction of the said building at the said premises by the Developer and not to act or things whereby the Developer may be prevented from selling or assigning or disposing the Developer's Allocation and the common areas by any means and manner.

14. That at the time of execution of these presents the Owners shall handover all the title deed and other relevant document in respect of the said property to the developer on proper receipt.

15. That the Owners and the Developer hence forth in the proposed multi storied building shall enjoy their respective portion without any objection or obligation.

RADICAL NIRMANS PVT. LTD.

*Moyank Todi*

Director

Todi Infrastructure Pvt. Ltd.

*Accellon*

Director

16. That if the Developer needs a six month grace period over the stipulated time on proper reason the owner shall allow such extended period.

OWNERS INDEMNIFY

The First Party hereby undertakes that the Developer shall be entitled to the said constructions and shall enjoy their allocated space without any interference and /or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and / or their part to be observed and performed.

DEVELOPER'S INDEMNIFY

1) The First Party hereby undertakes that the developer shall be entitled to the said constructions and shall enjoy their allocated space without any interference and / or disturbance provided the Developer performs and fulfill all the terms and conditions herein contained and / or his part to be observed and performed.

2) The Developer hereby undertakes to keep the First Party's indemnified against all actions, suits, costs, proceedings and claims that any arise out of the Developer's Allocation with regard

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*Mayank Todi*

Director

Todi Infrastructure Pvt. Ltd.

*Arshdeep*

Director

to the Development of the said premises and / or in the matter of construction of the said building and / or any defect therein.

### FORCE MAJEURE

- 1) The parties hereto shall not in considered to be liable for any obligations hereunder to the extended that the performance of the relative obligations was prevented by any force majeure and this construct shall remain suspended during the duration of such majeure, if any.
- 2) FORCE MAJEURE shall mean floods, earth quake, riot, storm, tempest, civil commotion, strikes, lock out and / or any other act or commission beyond the control of the parties hereto.

### ARBITRATION

In Case of any dispute or difference on any question arising between the parties hereto with regard to this Agreement the same shall be referred to Arbitration under the provision of the Arbitration & Reconciliation Act, 1996 and / or any other statutory modification and / or enactment and among two Arbitrator

RADICAL NIRMANS PVT. LTD.

*Mayank Todi*

Director

Todi Infrastructure Pvt. Ltd.

*Adhesh*

Director



JURISDICTION

All the Courts, within the limits of Alipore and High Court at Calcutta notwithstanding for the provisions, the right to sue for specific performance of contract by one part against the other part as per the terms and conditions of this agreement shall remain unaffected.

SCHEDULE "A" ABOVE REFERRED TO:(The Entire Land)

ALL THAT Piece and Parcel of Bastu land, measuring more or less 11 Cottahs 5 sq.ft. alongwith proposed G + 4 Storied building standing thereon, lying and situated within P.S. Sonarpur, under R.S. Dag No. 696 and 692, R.S. Khatian No. 54 and 85 corresponding to L. R. Khatian No. 2657 and 2658 and L. R. Dag No. 787 and 783, J.L. No. 58, R.S. No. 196, Touzi No. 110 within Mouza Ramchandrapur, District 24 Parganas (South) which is butted and bounded as follows:-

ON THE NORTH

By Plot No. 60 &amp; 65

ON THE SOUTH

By proposed Road

ON THE WEST

By Part of R.S. Dag No. 692 &amp; 696

ON THE EAST

By proposed Road.

SCHEDULE "B" ABOVE REFERRED TO:

(Owners Allocation)

Shall mean that the Owners shall get one self residential flat on the third floor, south east side measuring more or less 894 sq.ft. super built up area alongwith 100 sq.ft. covered car parking space ground floor of the said building.

SCHEDULE "C" ABOVE REFERRED TO:

(Developer's Allocation)

The Developer will get entire First Floor and Second Floor and Fourth floor and rest portion of the Third Floor (except Owners Allocation) on the said building, car parking and un-partiable land together with all common areas shall be treated as Developer's Allocations.

SCHEDULE "D" ABOVE REFERRED TO:SpecificationFOUNDATION:

Building is designed on RCC column foundation

DOORS AND WINDOWS:

- All doors will be flush door with commercial ply on both sides.
- Main door will have one side teak ply with Godrej night latch.
- All doors will have handle, tower bolt, door stopper rubber buffer.
- Aluminum Windows without grill.
- 24" x 24" versatile of white colour or off white colour.
- Kitchen and bathroom marble choke or anti skit tiles.
- Granite stone or counter top in kitchen with white glazed tiles upto 2'ft. height above the counter top and stainless steel sink.
- Stairs cast in Marble.

ELECTRICAL:-

- Concealed electric wiring.
- 2 light and 1 fan point in all rooms.
- Point for exhaust fan and power line in kitchen.
- Calling bell point at main door.
- Concealed telephone and T.V in drawing room.

WATER SUPPLY:-

- Overhead reservoir with electrical pump to supply water to over head reservoir from the semi underground reservoir 24 hours.

SANITARY AND PLUMBING:-

- Hot and Cold water provision in one bathroom.
- Concealed G.I. Pipe Line in all bathroom.
- All bathroom will be provided with wash basin facility commode with low down PVC Cistern and C.P. Fittings. All sanitary fittings will be of white colour.
- White Glazed tiles upto 6'-0" height on the interior walls of the bathroom.

INTERIOR AND EXTERIOR PAINTS:

- All door, door frames, will be finished by enamel paints.
- Interior walls will be finished with plaster of paris.
- Exterior walls will be painted with water proof paint, staircase white wash.
- All common areas, white wash.

SCHEDULE - "E" ABOVE REFERRED TO:-

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, exists, pathways and drive ways.
2. Water Sewerage and drainage connection pipe from the units to drain and sewers common to the premises.
3. Drains and Sewers from the premises to the Municipal Duct.
4. Boundary walls of the premises including outside of the walls of the building and main gates.
5. Water pump, overhead tank and undergrounds water reservoirs water pipes and other common plumbing installation and space required thereto.



6. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
7. Window /door/grills and other fittings of the common areas of the premises.
8. Water pump and motor and its allied accessories and room.
9. Such other common parts areas, equipments, installations fixtures, fittings covered and open in or about the said premises and /or building as are necessary for passages to or use and occupancy of the units as are of necessity.

SCHEDULE "F" ABOVE REFERRED TO: -

(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, services and white washing painting, rebuilding, re-constructing, decorating, redecorating of all other common areas /parts its fixtures, fittings, electrical wiring and equipments in under the building enjoyment or used common by the occupiers of the building.

2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers etc.
3. Insurance premium for insuring the building and installation and every part thereof against earthquake, damages, fire lightening, mob violence, civil commotions etc. if incurred.
4. Expenses for supplied for common utilities, electricity, water charges etc. payable to any concerned authorities and /or organization and payment of all charges incidental thereto.
5. Municipal and other rates and taxes and levies and all others outgoings save those would be separately assessed and / or incurred in respect of any unit or portion of land.
6. Costs and establishment and operation charges of the Developer of the association of the co-operation society or private limited company relating to common purposes.
7. All such other expenses and outgoings as are deemed by the Developer and /or the association or co-operative society or private limited company to be necessary for or incidental thereto.

8. Electricity Expenses for lighting all the common parts outer walls of the building parking space and for operation of all the common areas.

**RADICAL NIRMANS PVT. LTD.**

*Mayank Teedi*

**Director**

**Todi Infrastructure Pvt. Ltd.**

*Ashish*

**Director**

IN WITNESS WHEREOF parties hereunto have put their respective signs and seals and signatures on this the day, month and year first above written.

WITNESSES:-

1) *Paitam Aitah*

**Todi Infrastructure Pvt. Ltd.**

*Aditya*

**Director**

2) *Deleajyoti Mondal*

**RADICAL NIRMANS PVT. LTD.**

*Mayank Todi*

**Director**

=====  
SIGNATURE OF THE OWNERS

**RADICAL NIRMANS PVT. LTD.**

*Mayank Todi*

**Director**

=====  
SIGNATURE OF THE  
DEVELOPER

Drafted by me:

Suprakash Dhar  
Advocate  
Alipore Police and Judges Court,  
Kolkata 700 027.  
W.B./ 622/01